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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXIX. **Saturday, February 2, 1935.** No. 5

Current Topics: The City Town Clerkship—The Law Society's Special General Meeting—The Second Resolution—Property Owners Federation on Housing Bill — Proposal for Revision of Mining Law—Validity of Pedestrian Crossing Orders—Road Safety—A Department of Justice—A Famous Brass Plate—Depositions in Indictable Cases — Transfer of Proceedings from High Court to County Court—Recent Decisions .. 73

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NOTICE TO SUBSCRIBERS.—Volume LXXVIII (Part II) closed on the 29th December, 1934. The Index was published with the issue of the 5th January, and the Supplement of Yearly Statutes for 1934, with the issue of the 26th January. Part II is therefore complete, and should be sent in for binding (see advertisement p. xiii).

Current Topics.

The City Town Clerkship.

EVER since the Town Clerk of Ephesus by wise words stilled the tumult raised by DEMETRIUS and his fellow-craftsmen, the position of Town Clerk has been recognised as one of great importance, the degree of which has naturally varied with the particular city or borough over whose corporate affairs it has been the duty of this functionary to keep watch and ward. In our own country this importance has been increasing year by year owing in large measure to the untiring activity of the Legislature in imposing fresh duties upon municipalities in ever varying form. Being thus an office of importance and dignity it naturally attracts members of the solicitor branch of the profession who are specially qualified to undertake the work. It offers in many instances rich rewards, but probably not richer than the importance of the work deserves, and of the many town clerkships in England that of the City of London from which, owing to health reasons, Sir JAMES BELL has just resigned, offers great attractions not only from the monetary point of view, but likewise from that of dignity. This office, whose holder was at first styled "Common Clerk," goes back as far at least as to the reign of EDWARD II, and he is so described in the Patent Rolls of that reign as to be chosen by the Commonalty of the City. By a charter granted by the same monarch, and confirmed by EDWARD III, the office and appointments were confirmed. At that time the Town Clerk was paid by fees, like most of the other officers of the Corporation, but now, and for long, he has been a salaried official, the remuneration, like others of the City, being on a generous scale. Very multifarious duties fall to be performed by him; he attends the Court of Aldermen and advises it as to procedure, attends Common Hall, attends the Lord Mayor and Aldermen on ceremonial occasions, and in general is the counsellor of the City in its corporate capacity. By virtue of his office he is one of the Corporation trustees. In the discharge of these duties, in addition to supervising the routine work of the office, he has thus a mass of work highly important to perform and supervise. For the vacant post it may be assumed that there will be many candidates.

The Law Society's Special General Meeting.

A FULL report of the meeting held by The Law Society on 25th January appears elsewhere in this issue. Readers' attention may, however, be drawn in this column to two resolutions which were passed. The first, on the motion of Mr. C. L. NORDON, was: "That the Council be urged to consider the serious prejudice to litigants and solicitors in cases where counsel, duly briefed for trial of action, is prevented from fulfilling his engagement owing to his appearance in another Court, and to make such representations as will lead to the appropriate remedy." One remedy instanced by Mr. NORDON was the fixing of days for trial—a suggestion we have alluded to in our last two issues in connection with the General Council of the Bar. Another remedy was the reintroduction of the practice in the Chancery Division, whereby certain leaders attached themselves to particular courts. A third suggestion was that the courts should sit all the year round; a fourth that a litigant should have an absolute right to a postponement of his case if counsel who had been briefed was not there ready to conduct it. Mr. BARRY O'BRIEN said that blame could not rightly be attached to the Bar for the existing state of things, and suggested that what was wanted was a first-class organising brain, a man of business, whose sole duty was to organise and supervise the lists. In a letter published in last Wednesday's *Times*, a writer, signing himself TEMPLAR, deprecated criticism of "the very able and courteous gentleman who has charge of the lists just at present." The writer then alludes to some of the difficulties—judges on circuit, the collapse of the circuit list, the impossibility of foretelling what progress will be made, belligerent litigants suddenly seeking a settlement, others afflicted with sudden unreasonableness preventing a most likely settlement. This side of the question, which also militates against fixing a date for trial, should certainly be put if a successful surmounting of the obstacles to a better state of things is to be achieved.

The Second Resolution.

THE other resolution described by the proposer, also Mr. NORDON, as of equal public importance was: "That the Council be invited to consider the promotion of legislation attaching (in suitable cases) the same penalties for the preparation, for reward, by unqualified persons of legal instruments not under seal, as attach under s. 47 of the Solicitors Act, 1932, to the preparation, for reward, by unqualified persons of instruments which are under seal." The vast amount of business done to-day by instruments under hand suggests that legislation on the lines indicated would have much to commend it.

Property Owners Federation on Housing Bill.

WE have in former issues referred to what appeared to be injustices under existing housing law, and suggested that cases of clear injustice offered real obstacles to the universally recognised need of providing better housing accommodation

for the poor. The new Housing Bill deals with these difficulties —removing the objection of payment of only "site value," objection merely because a house was a "bad neighbour" and the payment of less than site value according to the use to be made of the site. Moreover, the Bill provides for the payment of some compensation when an owner can prove that he has done his best to keep his property habitable. Mr. LINTON THORP, K.C., M.P., replying recently to a toast "The Houses of Parliament," at the annual dinner of the National Federation of Property Owners and Ratepayers, complained of the powers conferred by the new Bill to inspect property without warrant from any judicial authority. Moreover, he complained of the absence in the new Bill of any power of appeal beyond the Minister of Health. While in some respects the new Bill was to be welcomed, the speaker thought it ought to be amended in so far as it left the powers he had referred to in the hands of the Minister of Health. They had suffered too much from bureaucratic government. It was denied that the Minister of Health was in the position of an arbitrator. Two factors, the agreement who should be the arbitrator and the ability to require him to state a case on a point of law for the decision of the courts, were mentioned as distinguishing an arbitrator's position from that of the Minister of Health. Lord CHESHAM, the President, said that the federation was in no way opposed to the principles, but with regard to the methods by which the work was to be carried out they did not see eye to eye with the Government. He was, he intimated, full of hope that still further concessions would be secured before the Bill became law.

Proposal for Revision of Mining Law.

LORD CHESHAM, re-elected President at the annual general meeting of the National Federation of Property Owners and Ratepayers, alluded to the question of increasing damage to public and private property by mining subsidence, and a resolution was passed urging the Government to introduce legislation giving right of surface support, and compensation for damage, and, in the case of dispute, easier and cheaper facilities for legal proceedings. We are unable to see why the Government should be asked to intervene in matters controlled by private agreement and to restore a common law or other right of support voluntarily surrendered. The codal sections of the Mines (Working Facilities and Support) Act, 1923, provide no analogy, since the earlier provisions became obsolete with the advent to deeper workings, and the part of the Act referred to was, in effect, an agreement between mining and railway interests which obtained legislative sanction.

Validity of Pedestrian Crossing Orders.

DOUBTS have been expressed recently in a number of police courts concerning the validity of the Minister of Transport's regulations for pedestrian crossing-places. The London Traffic (Pedestrian Crossing Places) (No. 2) Provisional Regulations, 1934, provide, by para. 5, that the driver of every vehicle at or approaching an uncontrolled crossing "shall allow free and uninterrupted passage to any foot passenger who is on the carriageway at such crossing, and every such foot passenger shall have precedence over all vehicular traffic at such crossing." These regulations were made in exercise of the powers conferred, by virtue of s. 10 of the London Traffic Act, 1924, upon the Minister, who "further certifies that under s. 2 of the Rules Publication Act, 1893, that on account of urgency such regulations should come into force forthwith as Provisional Regulations and continue in force until Statutory Rules have been made in accordance with the last-mentioned Act." The wording of s. 2 of the Rules Publication Act is, in view of the point taken in a recent case, important. Section 2 provides that: "Where a rule-making authority certifies that on account of urgency or any special reason any rule should come into immediate operation, it shall be lawful for such authority to make "—shortly stated—such provisional rules which only continue in force until statutory rules complying with the requirements of s. 1 of the Act are made. In the recent case, where, at the Marylebone Police Court, it was suggested that the rules in question were *ultra vires* the rule-making authority, Mr. MCKENNA, the magistrate, said that he had no difficulty in coming to a decision. The regulations were provisional in the sense that they were not intended to be permanent; but they were statutory and had the full effect of an Act of Parliament. "I am invited," he continued, "to say if I think there was 'urgency' justifying the making of provisional regulations. What I think on this matter is irrevelant. The Minister has certified 'urgency,' and the certificate has the effect of an Act of Parliament. The matter is declared urgent by statute, and I have only to hear the case," which was decided on its merits. We desire to express our indebtedness to the *Sunday Times*, from whose report of the matter we have been able to reproduce the words of the magistrate.

Road Safety.

IT appears that the Minister of Transport intends to be guided largely by the local authorities in settling the portions of roads along which the thirty miles an hour limit is to operate. It will be remembered that the standard based on lamp-post distances is not an absolute test. The Minister may impose a limit where lamp-posts are further apart than the stated distance, or, on the other hand, may relieve from the limit roads where the posts are nearer than the statutory distance. Arterial and by-pass roads will not it is thought, be ordinarily within the limit. Another factor conducing to road safety is seen in Mr. HORE BELISHA'S recent intimation that the problem of devising a satisfactory system of testing brakes and tyres of private cars has been before the Ministry for some time, and that it is probable that a periodical basis, related to licensing periods, will be chosen. This is interesting in the light of the Minister's statement a few days earlier at a meeting of his constituents at Devonport that he would try to discover a way of ensuring that the brakes and tyres of every vehicle on the road were in a proper condition. In a recent letter to *The Times*, Mr. J. A. A. PICKARD, General Secretary of the National "Safety First" Association (Inc.), alluded to the distance of 40 feet stated by the Minister as being the minimum distance in which a motor vehicle could be expected to be pulled up from a speed of 30 miles an hour. The letter refers to the distance of 20 or 30 feet which has sufficed for certain test cars. But, apart from the difference in the performance of test cars and ordinary vehicles, Mr. PICKARD points to the time occupied in realising the need to stop—an important factor, seeing that at 30 miles an hour a vehicle is travelling 44 feet in a second. "Cannot we call a truce," he says, in a sentence with which we desire to associate ourselves, "to all this carping criticism of every attempt made to find a means of reducing the present casualty list, which everyone agrees is far too high, but which each sectional interest appears to consider should be remedied without any sacrifice of its own particular rights or freedom of action?"

A Department of Justice.

A SUGGESTION which is all the more interesting because of the recent protest by Lord HEWART, in the House of Lords, against any attempt to create a Ministry of Justice, is contained in a letter from Mr. W. MARSHALL FREEMAN, Recorder of Stamford, to the *Daily Telegraph*, of 23rd January. The gist of his proposal is that "The Attorney-General should be released from all political cares, and made the permanent head of a Department of Justice (not a 'Ministry of Justice' with a politician at its head) charged with the duty of expediting legal procedure, removing anomalies, reducing the cost of litigation, co-ordinating public defence with public prosecution,

and having no patronage to exercise in any shape or form." The writer suggests that this would release the Attorney-General from all the cares of patronage in selecting and appointing Treasury Counsel and others and from all political cares as well as from advocacy. There are, however, obvious disadvantages about the scheme. The creation of a permanent bureau or department to deal with such matters as law revision and the cost and speed of litigation would make the judiciary and the courts subject to the very departmental interference which Lord HEWART has always opposed. The present Law Revision Committee, under the chairmanship of the Master of the Rolls, is constituted of eminent representatives of the Bench and the Bar, and tributes to the expedition and efficiency with which it has done the work so far assigned to it is superfluous. The speedy passing into law of the Law Reform (Miscellaneous Provisions) Act, 1934, was a direct result of its labours. It is clearly essential that there should be in each house a politician who is also a lawyer and who is responsible to Parliament on questions relating to the administration of justice. This is true even of a permanent department such as the office of the Director of Public Prosecutions, who acts under the supervision of the Attorney-General. It is conceded that a strong case can be made out for the devolution of a number of the manifold duties of the Attorney-General, but the greatest of care should be taken to prevent bureaucratic usurpation of the functions of the judiciary, as well as to retain for the purposes of law reform and procedural re-organisation the services of those who are best qualified to judge on these matters.

A Famous Brass Plate.

SIGNBOARDS, brass plates, and similar notifications of businesses and professions are as a rule sufficiently commonplace to excite no comment, but it sometimes happens that in the course of years a special interest may attach to them, either by reason of the quaintness of their phraseology, or their style of ornamentation, or, perchance, by reason of the subsequent fame of the person who originally fixed them *in situ*. Some of the fascination of this out of the way subject was brought out years ago in Larwood and Hotten's "History of Signboards," and periodically we have fresh evidence of the truth that old things may become new once again in their ability to attract and interest. An instance of this appeared in the pages of the *Manchester Guardian* of the 17th January, whose readers were furnished with a facsimile of a brass plate bearing the words "D. LLOYD GEORGE, Solicitor," which that now prominent public man affixed to his office somewhere about half a century ago. Mr. LLOYD GEORGE was admitted a solicitor in July, 1884, and began practice in Portmadoc and Criccieth. His subsequent career in the wider field of public affairs has to many given to this brass plate a new value as a reminder of his former sphere of activity; this being attested by the fact that some years ago the plate was given for a sale arranged by the Red Cross Society to be disposed of for the benefit of the funds of that organisation, and was purchased by a Manchester gentleman. The publication of this facsimile on the eve of its original owner's great speech at Bangor was a happy thought, carrying readers at one bound back to the earlier days of the orator's professional life when he laid the foundation of his future work in the realm of statesmanship. Not a few solicitors have reached Cabinet rank, but, if we are not mistaken, Mr. LLOYD GEORGE is the only representative of this branch of the profession to attain the high position of Prime Minister.

Depositions in Indictable Cases.

IN a Current Topic in our last issue (*ante*, p. 54) some criticism was ventured of a proposed new procedure in taking depositions in indictable cases. The new procedure was to consist in the taking of statements by the solicitor for the prosecution in the absence of the accused, and their being put to the witnesses afterwards by the magistrate in the presence of the accused, corrected if necessary, and signed and sent forward for the trial. Sir ROLLO GRAHAM-CAMPBELL, the Chief Metropolitan Magistrate, has now made a statement further criticising the proposal as "irregular and contrary to law." "There is no duty," said the Chief Magistrate, "of greater practical importance than that of seeing that the depositions of the witnesses upon whose evidence they commit a party for trial, are carefully, impartially and formally taken. The depositions taken by the committing justices may, in the event of the subsequent death or absence of the witness through any of the eventualities mentioned in the Criminal Justice Act, 1925, s. 13 (3) (*a*), be read upon the trial as evidence against the accused, and even in a capital case the deciding factor might be a statement in the deposition of an absent witness." Sir ROLLO said that it must not be assumed that the new procedure, which was being adopted by one of his learned colleagues, had the approval of, or would be adopted by the other Metropolitan Magistrates. As was pointed out in our previous Current Topic on this subject, preliminary investigations in indictable cases are invariably lengthened owing to the necessity of taking down the evidence of witnesses in longhand, and it should not be impossible to devise a scheme under which a shorthand note might be substituted, and at the same time all the safeguards provided in s. 12 of the Criminal Justice Act, 1925, and in s. 17 of the Indictable Offences Act, 1848, might be preserved.

Transfer of Proceedings from High Court to County Court.

THE County Court (Amendment) Act, 1934, provides by s. 10, that if, where proceedings have been commenced in the High Court, an agreement is made under the provisions of the Act, or s. 64 of the County Courts Act, 1888, that a county court shall have jurisdiction in those proceedings, "the High Court or a judge thereof shall, on the application of any party to the proceedings transfer the proceedings to that county court." In assenting recently to such a transfer DU PARCQ, J., noted that in such a case the county court judge had the same jurisdiction in all respects, including amount of damages as a judge of the High Court. Last Wednesday, however, the learned judge intimated that s. 10 was not yet in operation. The Act is, in fact, being brought into operation piecemeal by Order in Council. Although the learned judge dissociated himself from any views as to the desirability of bringing the section into operation, there seems to be no reason why it should not be made law at an early date in the manner prescribed.

Recent Decisions.

IN *Chichester* v. *Chichester* (*The Times*, 25th and 26th January), LUXMOORE, J., refused, at the plaintiff's instance, to rectify a marriage settlement of 3rd June, 1934. The learned judge intimated that where a marriage settlement had taken place and issue had been born, the court did not lightly rectify a settlement. It only did so where it was proved beyond any reasonable possibility of doubt that there had been a mutual agreement between the parties which their legal advisers had failed to carry out.

IN *Marshall and Others* v. *Cumberland County Council* (*The Times*, 26th January), FARWELL, J., granted, on the motion of the plaintiffs, Mr. W. M. W. MARSHALL and the National Trust for Places of Historic Interest or Natural Beauty, which had agreed to purchase the estate in regard to which the question arose, from the first-named plaintiff, an interim injunction restraining the county council, their employees, etc., from carrying out certain works in the course of improving the highway. The plaintiffs objected to the council widening the highway by taking their land and also quarrying or collecting stones on the land. Leave to serve notice of motion with the writ was granted for last Friday.

Injury to Children: Principles of Liability.

THE recent decision in *Howard* v. *Pickfords, Ltd.*, reported in our last issue (79 SOL. J. 69) invites a brief consideration of the difficult questions of law and fact relating to the injury of children by potentially dangerous contrivances. It is proposed first to consider *Cooke* v. *Midland Great Western Railway of Ireland* [1909] A.C. 229, and certain cases in which it was distinguished on various grounds, than to deal with certain decisions in the opposite direction, and finally to allude briefly to the recent decision in *Howard* v. *Pickfords*. The authorities chosen must be regarded only as exemplification of the law, a full treatment of all the relevant cases would carry us far beyond the scope of the present article.

The sole question before the House of Lords in *Cooke* v. *Midland Great Western Railway of Ireland, supra,* was whether there was evidence of negligence on the part of the railway company fit to be submitted to the jury. If there was, the verdict for the plaintiff stood, "although," Lord Macnaghten said, "your lordships might have come to a different conclusion on the same materials." The case arose from serious injuries sustained by a four to five years' old child who, with other children, was playing upon an unlocked, and therefore potentially dangerous, turntable. The turntable was close to the public road and of easy access through a well-worn gap in a fence which was maintainable under statute by the railway company. Lord Atkinson signified agreement with the Irish Court of Appeal in thinking that the company's failure to fence off effectively the land in question—even if it were due from them towards the plaintiff—was not the *causa causans* of the accident. "The negligence," the learned lord said, "was not an effective cause of the ultimate result. This, however, in my opinion, by no means disposes of the case. The authorities from *Lynch* v. *Nurdin*, 1 Q.B. 29, downwards, establish, it would appear to me, first, that every person must be taken to know that young children and boys are of a very inquisitive and frequently mischievous disposition, and are likely to meddle with whatever happens to come within their reach; secondly, that public streets, roads and public places may not unlikely be frequented by children of tender years and boys of this character; and, thirdly, that if vehicles or machines are left by their owners, or by the agents of the owners, in any place which children and boys of this kind are rightfully entitled to frequent, and are not unlikely actually to frequent, unattended or unguarded, and in such a state or position or to be calculated to attract or allure these boys or children to intermeddle with them, and to be dangerous if intermeddled with, then the owners of those machines or vehicles will be responsible in damages for injuries sustained by these juvenile intermeddlers through the negligence of the former in leaving their machines or vehicles in such places under such conditions, even though the accident causing the injury be itself brought about by the intervention of a third party, or the injured person, in any particular case, be a trespasser on the vehicle or machine at the moment the accident occurred." The omission of "public place or thoroughfare" from the preceding sentence was, Lord Atkinson explained, due to the fact that he thought the principle of the decisions applied to any place to which boys or children had a legal right to go and might reasonably be expected to be not unlikely to frequent. The foregoing excerpt distinguishes the class of case under consideration from those of ordinary negligence.

In *Barber* v. *Herbert* [1911] 2 K.B. 633, a child sustained injuries by falling into an area, having worked his way through a gap in the railings, one of which had been broken away by boys playing in the street. The jury found that the state of the premises when the accident happened was a nuisance, but that the owner did not know, nor had sufficient time elapsed for him using reasonable care to have known, that the rail had been removed. The Court of Appeal held on these findings that the defendant was not liable, Vaughan-Williams, L.J., intimating that the cases for negligence, "like the recent case of *Cooke* v. *Midland Great Western Railway of Ireland*," raised quite different questions from that raised in the case now being considered.

Cooke v. *Midland Great Western Railway* were distinguished in *Jenkins* v. *Great Western Railway* [1912] 1 K.B. 525, on the ground that while in the former children had access to the dangerous object, in the latter the leave and licence (if any) to play on a pile of sleepers on the railway property was confined to that spot, and did not extend to the main line where the child was killed; there being, also, no duty on the company to fence the place where the sleepers lay from the rest of their land. "All the House of Lords decided," in *Cooke's Case*, Cozens-Hardy, M.R., said, "was that in those circumstances, where there was not merely a licence to go and play with this machine, but almost an invitation to play with it, that licence and that invitation did impose upon the railway company the duty of taking reasonable precautions to prevent the turntable being used so as to be dangerous to children." In the present case the child had to be helped over the boundary, and even then did not reach the line through the stack of timber.

In *Latham* v. *R. Johnson and Nephew, Ltd.* [1913] 1 K.B. 398, the Court of Appeal reversed the decision of Scrutton, J., who held that the facts were within the principle of *Cooke's Case*. A child sustained injuries by playing upon a heap of paving stones on a piece of unfenced land not adjoining but readily accessible from the highway. Farwell, L.J., indicated in his judgment that there was neither allurement nor trap, invitation, or dangerous animal or thing. The user of the land for depositing stores was a normal user, and stores were not more dangerous than cows or donkeys, if indeed as much. Referring to *Cooke* v. *Midland Great Western Railway of Ireland*, the learned Lord Justice said he had read and re-read the case many times, and intimated that he was convinced that the House of Lords did not intend to overrule any settled law or to establish any new principle. "In my opinion," the judgment continues, "that case is a little obscured by the use of the track or pathway to the turntable; the boys used the track as licensees, but did not suffer any injury in the use of that licence. The real mischief was that there was at the end of the track, being indeed the *terminus ad quem* of the track, a machine 'attractive to children and dangerous as a plaything,' to use Lord Macnaghten's words . . . and there is cast upon persons who put in a place, open to their licensees, a thing dangerous in itself, a duty to take precautions for the protection of others who will certainly come into its proximity: see *Heaven* v. *Pender* (1883), 11 Q.B.D. 503." This case is therefore distinguished from *Midland and Great Western Railway of Ireland* on the ground that there was not allurement.

Three cases must now be disposed of rather summarily. In *Robert Addie and Sons (Collieries) Limited* [1929] A.C. 355, the House of Lords, reversing a decision of the First Division of the Court of Session, Scotland [1928] S.C. 547, held that the company was under no liability in respect of the death of a child who was crushed in a mechanical haulage system. The machinery was dangerous and attractive to children, but the child was a trespasser.

In *Excelsior Wire Rope Co. Ltd.* v. *Callan* [1930] A.C. 404, it was held that the company had failed in its duty to protect from danger a child whose hands were crushed between a rope-and-pulley siding contrivance, her brother who went to her rescue suffering similar injuries. The immediate danger being apparent, it was not—the House of Lords held—material whether the children were trespassers or not. The same principle was followed in *Murton* v. *Poulter* [1930] 2 K.B., where the defendant had not given notice of the immediate prospect of the fall of a tree which was being felled

and was held liable in damages in respect of injuries sustained by the plaintiff although he was a trespasser. Referring to the case followed and to *Addie's Case*, Scrutton, L.J., said that the only distinction between these cases, so far as he could see, was that in *Addie's Case* the people who set the wire rope in motion were down a hill at a place from which they could not see the wheel and the children who were beside it, while in the *Excelsior Wire Rope Co.'s Case* the man who gave the signal to start the wheel was standing only about twenty yards away from it, and could have seen it and the children if he had looked round without moving from his position.

In the case referred to at the beginning of the present article, *Howard* v. *Pickford's Ltd.*, the infant plaintiff, playing with other children round a stationary delivery van, sat on the near side running board. While he was there the driver returned and, without looking round, started up and drove off, the infant being thrown to the ground and sustaining injuries. *Cooke's Case* and the last three authorities mentioned in the present article were referred to, Du Parcq, J., holding that there was no negligence at all on the part of the driver and giving judgment accordingly for the defendants. The difference in fact between this and the *Excelsior Wire Rope Co.'s Case* will be apparent from the above quoted words of Scrutton, L.J.

What conclusions are to be drawn from our investigations ? First, it would seem that the inquisitive and mischievous propensities of children must be taken into account in estimating whether the accessibility of a piece of machinery or other object involves negligence on the part of the owner ; secondly, the fact that the child is a trespasser may obviate liability but it will not do so where the danger is apparent to the owner. This second conclusion, and the extent of its application, should perhaps be considered in the light of a child's comparative unawareness of an existing danger.

Inadmissible Propaganda for Newspapers in Germany.

In the article on " Slander of Goods in England and Germany," published in this paper recently (78 Sol. J. 607) it is mentioned that a Catholic non-Nazi newspaper had unsuccessfully sued the publisher of a Nazi paper in Essen on the ground of " unfair competition." A controller of the Essen paper who, at the same time, acted as canvasser had given prospective subscribers more or less plainly to understand that they or their husbands or sons might lose their job or their dole in case they did not subscribe to the Nazi paper represented by him. A decision of the Provincial Court of Duisburg, dismissing the action, raised attention abroad (*The Times*, 4th April, 1934), particularly because it argued that " the so-called Catholic Press is superfluous."

Now (*Frankfurter Zeitung*, 16th Dec., 1934 ; see also *The Times*, 9th Oct., 1934) it becomes known that the High Court of Appeal of Dusseldorf on 8th August, 1934 (decision No. 2 U. 140/34) granted an injunction against the canvasser as well as against the defendant publisher, forbidding them under penalty of fines, to employ the propaganda methods objected to. This, as far as has become public, is the only German decision on a point of this sort and, on account of its motives of principle, deserves to become known more widely, even in countries rightly priding themselves on the prevailing journalistic freedom.

The publisher of the Nazi paper raised the objection that his canvasser had not acted for the purposes of competition, but in " political self-defence." A publishing firm, he claimed, is not really a commercial enterprise in the sense given to this term by the German Unfair Competition Act of 1909, the rules of which could therefore not be applied. He was further of the opinion that the canvasser had acted also in " personal self-protection," as if he had not succeeded in obtaining new subscribers he might have lost his employment.

The judges took the opportunity of defining political and commercial activities and political and economical competitive combats in journalism. They say that though the new German Press Law (*Schriftleitergesetz* of 4th Oct., 1933) declared the Press to be an upholder of public duties, the only representative of these duties is the " *Schriftleiter* " (responsible editor), who, however, according to the civil law remains an employee of the newspaper concern, and whose mere business activity remains an absolutely industrial one. Just as the public professional duties of doctors and lawyers must be kept apart from the business side of their activity, a line must be drawn between the fulfilment of the public duties of a newspaper concern, namely its political and cultural obligations, and its pure business transactions. Only the latter are involved when the activity of a canvasser is at stake. Though political motives may influence his work, it is not his job to fight for or against certain views of life or even to fight for or against the National-socialistic Press.

The decision frequently refers to directions laid down by the German Press-Chamber (*Reichspressekammer*) in January, 1934. These contain the statement that nobody shall be ordered to take in a certain newspaper. Canvassers are not only expressly required to employ politeness and tact, but they are also strictly requested to refrain from making false statements, and they are not permitted to ask prospective subscribers to discontinue any other paper they had been reading up to the present. " It is forbidden to canvassers in any way to use constraint or pressure when collecting subscribers. They may particularly not threaten a non-subscriber to a newspaper or magazine, with any personal, financial, professional or other disadvantage."

The court further points out that if the publisher asserts that his intention was to hit newspapers which were in opposition to the Government, the methods he employed were nevertheless inadmissible, because not these newspapers, but a third party, namely the subscribers about to be levied, were threatened with detriments.

The court goes on to say that in principle there is equality of rights for Nazi and other papers. The guarantee of inner-political peace which was the ultimate object at which the creation of the Press Chamber aimed safeguards all German newspapers, published in accordance with the regulations put up by the Chamber, against arbitrary political measures of the profession, and gives to every paper full equality of rights in the eye of the law. Should any newspaper act contrary to the regulations, the German laws, particularly the one forbidding the formation of new parties (of 14th July, 1933) give to the Government sufficient opportunity to prevent or remove misfeasances, and unfair competition cannot be considered a legal means for redressing presumptive abuses.

The decision concludes by pointing out that to threaten with economic disadvantages persons wishing to cancel their subscription of a Nazi newspaper in case they do not renew their subscription, must be considered a method entirely unfit to obtain or retain the confidence of the people in the Nazi Press. Such an action, on the contrary, is likely to do harm to the range of Nazi ideas and to shake existing confidence, and, in consequence, to do damage to the Nazi Press and Party, as they might seem to be in need of unfair methods when competing with the inimical Press.

The arguments of this decision make it seem nearly incomprehensible how the lower court could have arrived at a contrary judgment, and it may be hoped that shameless political canvassing will be stopped for the future, as the decision shows that the remark made under the reign of Frederick the Great still holds good :

" *Il y a des juges à Berlin.*"

Middlesex and Land Registration.

Lord Tomlin's Committee (appointed by Lord Sankey to report upon the power contained in s. 122 of the Land Registration Act, 1925, to extend the compulsory area of the Land Registry and as to what area should be the subject of such extension) has just reported to the Lord Chancellor. The Committee held ten meetings and took evidence from seventeen persons, including the Director-General of the Ordnance Survey Department, the Assistant Controller of the Westminster Bank, the Secretary of The Law Society, and the Chief Land Registrar.

The Committee recommend that the administrative County of Middlesex should be made a compulsory area under s. 120 (2) (*b*) of the Land Registration Act, 1925. It adjoins the administrative County of London, where compulsory registration of title to freehold and leasehold land is already in force, it is rapidly being built over or developed for building purposes, and a larger proportion of land in the county is already registered at the Land Registry (as the result of applications for voluntary registration) than is the case with any other county in which registration is not compulsory on sale.

The Committee is satisfied that compulsory registration in the County of London is working satisfactorily and has no hesitation in recommending that the first order to be made in due course under s. 120 (2) (*b*) of the Act should apply to the County of Middlesex.

As to the preliminary steps to be taken, the Committee regard it as a matter of supreme importance that the survey of the area should be brought up to date and completed before the area is made the subject of an order. They are satisfied that the necessary survey could be done for Middlesex within eighteen months of the date when the arrangements for making such survey are complete. The Chief Land Registrar expressed the opinion (in which the Committee concurred) that an additional staff of about 102 would be required at an annual cost (to be covered by the additional fees) of about £35,000 to £40,000, and that the accommodation for such extra staff could be provided at the Land Registry in Lincoln's Inn Fields.

The Committee express the opinion (which was similarly expressed by the Land Transfer Commission of 1868 and other competent authorities since that date) that an end should be put to the Middlesex Deeds Registry and to the necessity for the registration of memorials of deeds and documents affecting land in the County of Middlesex. They recommend that Parliament be asked to enact the closing of the Middlesex Registry to synchronise with the coming into operation of compulsory registration of title on sale in Middlesex.

It would be necessary, of course, to make transitional provision for keeping the Middlesex Registry open for about two years for searches in relation to property not then registered under the Land Registration Act, 1925, and for the marking as discharged of mortgages already on the Middlesex Register. The Committee feel, however, that at an early date the Middlesex Registry could be removed from its present premises to some other part of London, thus leaving room for the extension of the Land Registry necessitated by taking in the area of the County of Middlesex.

It would appear, therefore, that if the Government adopt the Committee's recommendations, Middlesex will, in 1937 or thereabouts, be a compulsory area under the Land Registration Act, 1925, and its ancient Deeds Registry dating from the time of Queen Anne will be no more.

BLACKSTONE PRIZES AT MIDDLE TEMPLE.

Blackstone Prizes of £105 (twelve of which are offered annually to students of the Middle Temple by the Masters of the Bench) have been awarded to Mr. D. W. Markwick, of Fitzwilliam House, Cambridge, for Criminal Law and Procedure, and to Miss J. D. H. See, for Common Law.

Company Law and Practice.

What is a Debenture?

It is a common practice to use words, with the sound of which the speaker in familiar, without considering their meaning properly, and the word "debenture" is one such so glibly bandied about in legal and commercial circles. Yet for this there is a certain amount of excuse, as there are very few lawyers or business-men who are able to give a watertight definition of a debenture: a difficulty which has on many occasions been known by judges learned and not lacking in experience. The truth of the matter is that no one seems to know just what "debenture" does mean, and for this reason, to my mind, the point invites exploration.

Lindley, J., did not hesitate to acknowledge his difficulty when delivering his judgment in the case of *The British India Steam Navigation Company* v. *The Commissioners of Inland Revenue* (1881), 7 Q.B.D. 165, where his lordship used the following words, at p. 172: "Now, what the correct meaning of 'debenture' is I do not know. I do not find anywhere any precise definition of it. We know that there are various kinds of instruments commonly called debentures. You may have mortgage debentures, which are charges of some kind on property. You may have debentures which are bonds, and, if this instrument were under seal, it would be a debenture of that kind." [The instrument here referred to was one issued by the appellant company incorporated under the Joint Stock Companies Acts, 1856 and 1862, and purporting upon the face of it to be a "debenture," with coupons for the half-yearly payment of interest attached to it, and containing an engagement on the part of the company to pay "the amount of this indenture" to A.B., or order on a given day, with interest at 5 per cent.] "You may have a debenture which is nothing more than an acknowledgment of indebtedness; and you may have a thing like this, which is something more; it is a statement by two directors that the company will pay a certain sum of money on a given day, and will also pay interest half-yearly at certain times and at a certain place, upon production of certain coupons by the holder of the instrument. I think any of these things which I have referred to may be debentures within the Act." "The Act" was here the Stamp Act, 1870.

Latin scholars will have no difficulty in determining the origin of the word, and this admission of indebtedness which it clearly contains is at the same time its principal characteristic and its most obvious attribute which we can grasp with safety. "The term itself imports a debt—an acknowledgment of a debt—and speaking of the numerous and various forms of instruments which have been called debentures without anyone being able to say the term is incorrectly used, I find that, generally, if not always, the instrument imports an obligation or covenant to pay. This obligation or covenant is in most cases at the present day accompanied by some charge or security. So that there are debentures which are secured and debentures which are not secured": per Chitty, J., in *Edmonds* v. *Blaina Furnaces Company* (1887), 36 Ch. D. 215, at p. 219. This moderate and attempted definition constitutes our first signpost in the task we have set ourselves, and the lack of necessity for a debenture to be accompanied by a charge is demonstrated by the definition of the word in s. 380 of the 1929 Act; it "includes debenture stock, bonds and any other securities of a company, whether constituting a charge on the assets of the company or not." Apart from that, the width of such a definition and its uncertainty detract from its usefulness, and at this stage we are justified in thinking of a debenture as an instrument given by a company and containing an admission of indebtedness on the company's part, which provides for payment of a principal sum with interest at a defined rate, and which may or may not constitute a charge on the assets of the company by way of security to the lender. In *Lemon* v. *Austin Friars Investment Trust*

Limited [1926] 1 Ch. 1, the company issued an income stock certificate acknowledging its indebtedness to the holder in a certain sum payable only out of profits, three-fourths of the company's net profits of each year to be applied in paying off such income stock *pari passu*; there were certain conditions regulating the stock with which we need not concern ourselves for our present purposes. The Court of Appeal held, (1) that the certificates fulfilled the primary qualification for a debenture, namely, they contained an acknowledgment of indebtedness, notwithstanding that the debt was only payable in the future and upon the contingency of profits being earned by the company; and (2) that as the certificates contained further common characteristic features of a debenture, namely, a charge on assets of the company, although consisting, *inter alia*, only of a proportion of the profits as and when ascertained, the certificates were debentures within the meaning of s. 102 of the 1908 Act, now s. 73 of the 1929 Act. But, on the point of indebtedness, to say that a debenture means a document which either creates a debt or acknowledges it and any document which fulfils either of these conditions is a debenture, as Chitty, J., did in the case of *Levy* v. *Abercorris Slate & Slab Company* (1887), 37 Ch. D. 260, 264, is to revert to the original meaning of the word and to take no count of the many commercial methods of acknowledging indebtedness, e.g., promissory notes, which must be distinguished from debentures.

If, then, a debenture is an instrument with the above characteristics given by the company, our next point is whether or not such an instrument must be under seal. *In re Fireproof Doors Limited; Umney* v. *The Company* [1916] 2 Ch. 142, is authority for the proposition that, in the absence of special provisions in the articles, a mortgage debenture does not require a seal. The instrument in question in the case of *The British India Steam Navigation Company* v. *The Commissioners of Inland Revenue* (to which I have already made reference) was signed by the secretary and two directors on behalf of the company, and did not bear the company's seal. But though, in the majority of cases, debentures nowadays are under seal, it must not be presumed that a debenture not so sealed is of no effect, and this partly because of the above two authorities and partly because of the equitable doctrine that debentures which require sealing and which are not sealed, thereby becoming irregular, may be treated as evidence of an intention to give a debenture and amount to an agreement which the Court will enforce.

It is not necessary for a debenture to be one of a series of instruments or issued *pari passu* with others (*Levy* v. *Abercorris Slate & Slab Company*, *supra*). A debenture is, however, in the majority of cases, one of a series. But it must not be thought that, for all its vagueness, the word debenture has any magic to it. There is nothing in it to show that the document *per se* is more than a mere promise to pay or that it amounts to something like a charge upon the property, or the takings, or the profits of the concern: *Edgington* v. *Fitzmaurice* (1885), 29 Ch. D. 459, 469. In this respect it is different from a mortgage debenture. For this reason it is particularly important that a potential lender should clearly ascertain the nature of the instrument of acknowledgment which will be issued to him by the company in respect of his loan. If he receives a mortgage debenture, then he should stipulate, so far as possible, for whichever he prefers of a fixed or floating charge. But if he is not given a mortgage debenture, then he will probably have no method of preventing the company from creating charges to rank in priority to his and, in a winding-up, his claim will be on the same footing as those of the other creditors.

From what has been said, it must be apparent that to define what is a debenture is no easy task. In addition to the above, the following characteristics should be remembered: clubs and individuals can issue debentures as well as companies, club debentures being frequently only under hand; payment of a definite principal sum at a definite date is generally provided for, but permanent debentures are well known; payment of interest at a certain rate is generally also provided for, often unconditionally, but sometimes only out of profits (see *Lemon* v. *Austin Friars Investment Trust Limited*, *supra*), or conditionally; usually an instrument is not called a debenture unless it purports to be so, but the case of *Gardner* v. *London Chatham & Dover Railway Company*, L.R., 2 Ch., App. 201, illustrates a disregard of the principle; lastly, it seems superfluous to mention that debentures are frequently secured by trust deeds.

In conclusion, I do not think I can do better than to quote from "Palmers' Company Precedents," 14th ed., Vol. III, the meaning of debenture under the text of commercial or conventional usage: "... a debenture may be roughly described as an instrument under the seal of a company providing for the payment of a principal sum and interest at a specified rate, and being (usually) one of a series of like debentures ranking *pari passu*, and carrying a charge or secured on the company's undertaking. In ninety-nine cases out of a hundred this description of a debenture will be found fairly accurate, but the description cannot be treated as an exhaustive definition."

A Conveyancer's Diary.

Priority Notices.

It seems to be convenient, following upon my "Diary" of the last two weeks, to invite the attention of my readers to "Priority Notices." It would seem hardly necessary to mention the reason which gave rise to the enactment which provided for such notices, were it not for the rather astonishing fact that advantage is so seldom taken of it.

Take registered land for instance. I am really not in a position to give the figures, but I believe that I am right in saying that not more than 10 per cent. of the cases of restrictive covenants affecting registered land are registered in pursuance of Priority Notices. I believe that the percentage is even less.

However that may be, I am convinced that advantage is not taken as it might, and as I think should, be of the provisions of the L.P. Amend. A., 1926.

I think that it has been too generally assumed that the Act in this respect is confined to cases where there is a sale of land with a mortgage effected simultaneously, so that there is no time between the conveyance and the mortgage to register restrictive covenants which the vendor desires to impose.

Thus, should A convey to B and the latter enters into restrictive covenants with A, and at the same time mortgages the property to C, then, as the law stood before the L.P. Amend.A., 1926, C must necessarily have taken free from the covenants, because there was no interval of time between the conveyance and the mortgage in which the restrictive covenants could be registered under the L.C.A., 1925, or in the case of registered land under the L.R.A., 1925.

By way of illustration, take the ordinary case of unregistered land where there is a mortgage executed at the same time as the conveyance, and the conveyance imposes restrictive covenants, then s. 13 (2) of the L.C.A., 1925, applies The sub-section (omitting words which for my present purpose are redundant) reads:—

> "A land charge of class ... D created or arising after the commencement of this Act shall ... be void as against a purchaser of the land charged therewith or of any interest in such land, unless the land charge is registered in the appropriate register before the completion of the purchase."

Now, class D includes, "a covenant or agreement (not being a covenant or agreement made between a lessor and lessee) restrictive of the user of land entered into after the

commencement of this Act," and "purchaser" includes a mortgagee (L.C.A., 1925, s. 20 (8)). Consequently the mortgagee, in such a case, held under that Act free from the restrictive covenants exacted by the vendor, for there was no opportunity of the vendor protecting himself by registration of the covenants in the interval between the conveyance and the mortgage.

This was one of the many things which had been overlooked by those who were responsible for the 1925 legislation. It mattered not whether the mortgagee had notice of the restrictive covenants (which, of course, he always had), he would take free from them.

It was that alarming state of things that led to the enactment of s. 4 of the L.P. Amend. A., 1926.

Sub-section (1) of that section ought to be carefully considered—

> "Any person intending to make an application for the registration of any contemplated charge, instrument or other matter in pursuance of the L.C.A., 1925, or any rule made thereunder, may give a priority notice in the prescribed form at least two days before the registration is to take effect and where such notice is given—
>
> "(*a*) the notice shall be entered in the register to which the intended application when made will relate;
>
> "(*b*) if the application is presented within fourteen days thereafter and refers in the prescribed manner to the notice, the registration shall take effect as if the registration had been made at the time when the charge, instrument or matter was created, entered into, made, or arose and the date at which the registration so takes effect shall be deemed to be the date of registration . . . "

I need not set out the concluding words of the sub-clause, which refer to the priority as between contemporaneous charges.

The effect of that sub-section seems to be quite clear, but it is to be observed that it covers "any charge, instrument or matter" and is not confined to restrictive covenants as, I have some reason to think, is generally supposed. It applies to "any charge, instrument or matter," and therefore, for instance, to an equitable charge not protected by a deposit of documents relating to the legal estate affected and therefore to a puisne mortgage.

It will be noticed that once the "Priority Notice" is given and the completion of the "purchase" takes place within two days the "purchaser" has fourteen days within which to register his "purchase." If the "purchase" should not be completed within two days a new "Priority Notice" ought to be given, but if it is so completed the "purchaser" has fourteen days after the notice has been given and entered in the register in which to protect himself by registration.

I daresay that I shall be told (in fact, I expect to be told voluminously) that all this is common knowledge in the profession and that I need not have troubled to call attention to it. My reply, in advance, is that, upon the information at my disposal, the "Priority Notice" is, in practice, rarely used. So far as regards registered land I am quite sure that I am right in that. As to unregistered land, it is, of course, difficult to say, but I think that I am right in that respect also.

Registration of Estate Contracts.

That brings me to another question which is of importance. How often do solicitors register ordinary contracts for sale as "estate contracts" under the L.C.A., 1925, s. 10 (1), Class C (iv)?

Suppose that A contracts with B to sell his house for £1,000. Then C, who also covets the house, comes along and offers A £1,100 for it; A, without disclosing his contract with B (and perhaps not realising that the correspondence which he has had with B constitutes a contract), contracts to sell to C for £1,100. C promptly registers his contract as an "estate contract," which B has not taken the precaution of doing. What, in that case, is the position of B? If I am right he certainly cannot get the house without paying C £1,100, and perhaps not even then. I can imagine that B's solicitor would have an awkward time in explaining the matter away to his client. In fact, I have known something rather like that to happen—and it was very awkward indeed!

I think that all contracts for sale ought to be registered as a matter of routine in a solicitor's office—just as deeds are stamped, although more expeditiously. I can see no reason why any solicitor should run the risk of refraining from registration. He is entitled to charge for doing so, and if any loss to his client should occur as a consequence of his neglect in that respect he might well be held liable as, indeed, I think he ought to be.

However, I do not suppose that it will ever be done in practice.

I remember (the reader will perhaps forgive me for this) hearing of a solicitor in the country, in the old days when country solicitors never searched, who was obliged to pay damages to his client for neglecting to do so, and his London agent said to him: "Well, I suppose this will be a lesson to you to have searches made in the future." The old gentleman's reply was "Not at all, such a thing does not happen more than once in a lifetime." But it did in his case! *Absit omen!*

Landlord and Tenant Notebook.

Assignee in Breach of Covenant.

The position of an occupier of premises let into possession by a tenant contrary to the terms of his lease is a precarious one. It may suit unconscientious people who do not mind taking big risks when there is a possibility of substantial financial advantage. This is illustrated by the decision in *Crouch* v. *Tregonning* (1872), L.R. 7 Ex. 88. The facts of that case were that the plaintiff took a farm in 1858 for a seven, fourteen or twenty-one year term, the lease containing a covenant not to assign, sub-let, or part with possession without the lessor's consent. Without such consent he "sold his interest" (stock, etc. to be valued) to the defendant in 1869. The next gales of rent were paid by the defendant to the landlord's agent, but the latter made out the receipts to the plaintiff. In March, 1870, the defendant gave the landlord notice to quit expiring Michaelmas the same year, and acted thereon when the time came. Next March the landlord collected a half-year's rent, Michaelmas, 1870—Ladyday, 1871, from the plaintiff, and the action was brought to recover this amount. The claim was put and argued in two ways: an implied contract that a regular assignment should be executed, an implied tenancy from year to year. But there was nothing from which either could be implied. No tenancy between the parties could be said to have been contemplated by the "sale," and it was a condition precedent to an assignment that the plaintiff should secure the landlord's consent.

Paul v. *Nurse* (1828), 8 B. & C. 486, decided that in such circumstances it would be open to the landlord to sue the unauthorised assignee, because if there were no privity of contract there was privity of estate. This, of course, adds to the risk run by the unscrupulous; but the defendant in *Crouch* v. *Tregonning* seems to have got away with it.

A peculiar but yet instructive state of affairs was revealed in *Silcock* v. *Farmer* (1882), 46 L.T. 404, an action by a receiver in bankruptcy against a landlord. The defendant had let the premises, a farm, in 1873 for a term of twenty-one years; the lease contained covenants against alienation without consent, provision for hay, etc., to be left at the expiration of the term at a valuation, and provision for forfeiture on bankruptcy. The tenant died in 1874; without informing the defendant, his widow, who was his executrix, made some

arrangement with her son which said that the latter should be tenant. Subsequent receipts acknowledged payment of rent by the "executrix of the late ——." It was not till the bankruptcy of the son that the defendant became aware what had happened and he then forfeited the lease on that ground; not on the ground of breach of covenant not to assign or sub-let. It was held that his attitude was perfectly correct; the son, having come in contrary to the covenant, was none the less bound by the stipulations in the lease; by enforcing these against him the landlord recognised the tenancy and could then forfeit it. And, as the arrangement as to hay, etc., did not apply in the case of forfeiture, the claim failed.

Another case arising out of bankruptcy was *Re Johnson: Ex parte Blackett* (1894), 70 L.T. 381. This was a claim against a trustee who had not disclaimed but assigned, and done so without licence as was stipulated for in the lease. The claim was for rent due before and since the assignment. On the ground of privity of estate, the landlord was held entitled to rent due till the assignment; but in the absence of privity of contract could not recover for what had since accrued due.

The position of a sub-tenant in breach of covenant is, in this respect, better than that of an assignee. There is neither privity of estate nor privity of contract between him and the superior landlord, and an ordinary covenant against alienation in a head lease does not entitle the covenantee to stipulate, in a licence, for control over a proposed undertenant: *Williamson* v. *Williamson* (1874), L.R. 9, Ch. Ap. 729.

Our County Court Letter.

VERMIN IN HOUSES.

The above subject has been considered in two recent cases. In *Sleep* v. *Dilleigh*, at Torquay County Court, the claim was for £24 as damages for breach of a tenancy agreement, and the counter-claim was for £10 10s. in respect of the loss of a holiday. In June, 1934, a cottage at Paignton had been let to the defendant, for the period 28th July to 25th August, but the defendant left (without paying any rent) two days after taking possession, on the ground that the house was infested with spiders, mice and fleas. The plaintiff's case was that the house consisted of two converted cottages, and although one-half of the house had a thatched roof, there were no fleas and only a few spiders and mice. The defendant's case was that a dead bird had been brushed from under a wardrobe, bacon and lard in a cupboard were nibbled by mice, and cobwebs were in various corners, so that four hours were occupied in cleaning the house. His Honour Judge Wethered held that the house was not in the state it should have been, but its condition was not such as to justify a breach of the tenancy agreement. Judgment was therefore given for the plaintiff for £24 and costs, and the counter-claim was dismissed.

In *Sankey* v. *Dunhill*, at Burton County Court, the claim was for £32 4s. 6d. as rent and the counter-claim was for £50 as damages for breach of warranty, viz., that the house was all right. In November, 1933, a house at Church Gresley had been let to the defendant on a monthly tenancy at £6 10s. a month. Owing to the verminous state of the house, the defendant washed it down with ammonia, "stoved" it with sulphur and stripped up the skirting boards. Nevertheless the bugs came out at night, and the defendant and his family had suffered from loss of sleep. Corroborative evidence was given by the sanitary inspector, but the plaintiff's case was that £8 had already been allowed (off the rent) and one of the joint owners thought of living in the house, which was habitable. His Honour Judge Longson gave judgment for the plaintiff on the claim and for the defendant on the counter-claim, and ordered the balance of £17 15s. 8d. to be paid to the defendant, with costs.

WATER SUPPLY TO BUILDING ESTATE.

In a recent case at Plymouth County Court (*Plympton St. Mary Rural District Council* v. *Staddon*) the claim was for £80 13s. 9d. in respect of the excavation of a trench, to extend a water main to a housing estate at Plymstock. The case for the plaintiffs was that the work was performed by virtue of an agreement in writing, and a reasonable charge per cubic yard (for excavating ground with a surface of hard, close-set shale) was from 6s. to 7s. It was submitted that there was no case to answer, as no authority had been produced for the institution of proceedings, and there was no evidence of any authority from the plaintiffs to anyone to do the work. The submission was overruled, and the defendant's evidence was that the work was not done at his request or desire, as he understood that there were to be no payments for the work, except the rates from the houses connected with the main. His Honour Judge Lias gave judgment for the plaintiffs for £43 and costs.

THE REMUNERATION OF DOCTORS.

In *La Touche* v. *Brear*, recently heard at Dewsbury County Court, the claim was for £14 3s. as the balance of an account for professional services. The plaintiff's case was that his former partner had treated the defendant's child, who had slight curvature of the spine, and had since been sent to Switzerland. There was no protrusion of a bone (as alleged), and corroborative evidence (as to the correctness of the treatment) was given by another doctor. The case for the defendant (who called no medical evidence) was that it might have been possible to prevent the child from developing a hump, which she now had. His Honour Judge Woodcock, K.C., observed that there was no proof that the doctor had done anything he should not have done, or had left undone anything he should have done. Judgment was therefore given for the plaintiff, with costs.

Land and Estate Topics.

By J. A. MORAN.

All the indications of the moment point to the fact that real estate has, once more, come into its own. And the most significant of all is the increasing disposition to accept the responsibilities arising out of the acquisition of large residential estates; even the "unwanted mansion" appears to be in demand, thanks to the revival of industry all over the country, and the consequent probabilities of an early reduction in taxes. Owing to circumstances quite easily explainable at the time, resident land agents had various difficulties to contend with, and many of them found it impossible to carry on in the old groove; but the new desire to acquire large residential domains for residential purposes is sure to mean much to those who have been educated in, and practised, the management of large rural estates.

I have, more than once, maintained that flat roofs on rural cottages or small houses, should not be tolerated, and I am glad to notice that the Ministry of Health shares my opinion. Certainly they do not add to the amenities of a district, although they might prove very useful to those underneath. A model site for drying clothes would, no doubt, be the opinion of many of the tenants.

Many auctioneers, when introducing properties for sale to the public, have a habit of including matters that are not quite relevant, and have no practical value. Attention is drawn to the delightful vistas that are within reach of the eye, and the forest glades that, at intervals, captivate the imagination. The old mill on the skyline is brought into the picture, and so is the meandering brook that shines like silver in the rays of the noonday sun. But the prospective tenant or purchaser wants to know something more than this, and

that is why I commend to the notice of the profession an advertisement that is in front of me. It relates to a modern country residence, with two acres, near Henley, and, in addition to particulars of the house and the grounds, information is given as to rates, Schedule A assessment, the prices for season tickets to Paddington, the sum the owner will take for the whole property, or what will be accepted per annum if it is let on lease. With particulars like these there is far less likelihood of the inconveniences arising from a wild goose chase of inspection.

The lecture season for this year, at the College of Estate Management, was started by Mr. Theo. Sophian, barrister-at-law, who outlined the stages in the procedure associated with planning schemes under the Town and Country Planning Act, 1892. Interim development, he said, meant development at any stage between the date on which a planning resolution took effect, and the date when the scheme finally came into operation; that was when it had passed through all the stages. Owners would be unwise to develop property without making the necessary application to the interim development authority. If the scheme contained a provision which an owner's building or property was likely to infringe when the scheme became effective, and an owner happened to build or use his property in contravention of those provisions, he would have to cease to do so without any compensation. If an owner failed to make an interim development application he might, when a scheme came into operation, have to pull his property down or cease using it for the purpose for which it had been used. Thus the importance of an interim development application.

I have just seen a copy of a quaint letter that came to light from among the papers of a well-known resident in Woodbridge. When it is stated that there is a coloured plan—very clearly and carefully executed—attached to the letter, Mr. John Elliot, whoever or whatever he was, was not very extravagant in his charge. The letter reads :—

> " Sir,—The contents of the four pieces of glebe meadow land lying to the westward of the Key, in Woodbridge, in the occupation of Mr. Norfield, is, according to the mensuration as underneath severally described. Sir, according to your desire, I send you an account of my expence at the Inn, which is a shilling, and likewise the charge of the measuring of the land, which is eighteen penc.
>
> " Sir, I am your humble obedient servant,
>
> " Jno. Elliot."

Then follows the plan, and below it " Surveyed Feb. 27 1773."

A well-known firm of auctioneers report the sale of a London property, the development of which " will take the form of a parade of shops." This should prove more attractive to the public than the coming Royal Jubilee procession.

Reviews.

Thomas and Bellot's Leading Cases in Constitutional Law. Seventh Edition. 1934. By E. Slade, M.A., of Lincoln's Inn, Barrister-at-Law. Demy 8vo. pp. xix and (with Index) 392. London : Sweet & Maxwell, Ltd. 10s. 6d. net.

The writer of the seventh edition of this work has introduced no important changes in the edition of 1927, which considerably enlarged those previous to it. There is a number of additions to the notes and some modern cases have been included. The Trade Union cases now appear at the end of the book under a separate heading. This collection will continue to be of service to students, and may well find a place on any lawyer's bookshelf. It gives an insight into the principles of Constitutional Law which can hardly be obtained from the ordinary text-book, to which it is an admirable supplement. The Introduction is not in all points satisfactory. The discussion on the question " What is law ? " seems to envisage no kind of law beyond that of the civil community, and it is doubtful if many would subscribe to the proposition that " Dicey's division of Constitutional Law into law which is true law and law which is not law at all is a contradiction in terms and in conflict with his definition of law."

The Permanent Court of International Justice. A Treatise. By Manley O. Hudson, Member of the Permanent Court of Arbitration. 1934. Royal 8vo. pp. xxvii and (with Index) 73. New York : The Macmillan Company. 21s. net.

The Bemis Professor of International Law of the Harvard Law School is to be congratulated on this learned and comprehensive work. It strikes him " that the Permanent Court has merely continued a process of international adjudication which began to be developed during the last century ; at times the court has shown itself very aware of this continuity " (p. viii). The author examines the principles governing the constitution, jurisdiction, procedure of and the law applicable by the court and gives a clear picture of the court as the modern stage of that development. The publications of the court fully reflect its activities as a real and living tribunal (p. 295) and the author's treatise is based on a careful study and analysis of the court's record.

In the last few days the participation of the U.S.A. in the court has come much nearer reality and a book by a distinguished American jurist on the court is most welcome. Should the U.S.A. join it the court will certainly gain in prestige and become the means of settling international legal disputes in the only manner which appeals to a lawyer.

It is reasonable to hope that the activity of the court will be growing and that those of practical lawyers who deal with international disputes will come into contact with its work. In the meanwhile the study of Professor Hudson's work as well as of the books of English authors—Mr. Fachirs and Professor Lauterpacht—on the court can be strongly recommended.

Books Received.

In re The World Court. The Judgment of the American Bar, as expressed in Resolutions of National, State and Local Bar Associations, 1921-1934. Edited by Manley O. Hudson, Bewis Professor of International Law, Harvard Law School. 1934. Chicago : The American Bar Association. 25 cents.

Report of the Land Transfer Committee. 1935. London : H.M. Stationery Office. 2d. net.

Who's Who in Local Government, 1935. London : The Municipal Journal, Ltd. Price 15s.

Chitty's Annual Statutes, 1934, Vol. 29, Pt. I. By The Hon. Dougall Meston, of Lincoln's Inn and the South-Eastern Circuit, Barrister-at-Law. 1935. Royal 8vo. pp. xxxii and 551. London : Sweet & Maxwell, Ltd. : Stevens & Sons Ltd. 25s. net.

Who's Who, 1935. Eighty-seventh year of issue. Demy 8vo. pp. 1 and 3,694. London : A. & C. Black, Ltd. 60s. net.

Paterson's Licensing Acts with Forms. Forty-fifth Edition, 1935. By Sir John Pedder, K.B.E., C.B., and E. J. Hayward, O.B.E., Clerk to the Justices for the City of Cardiff. Demy 8vo. pp. cxxii and (with Index) 1,606. London : Butterworth & Co. (Publishers), Ltd. ; Shaw and Sons, Ltd. 22s. 6d. net. Thin Edition, 3s. 6d. extra.

Economics for Commercial Students and Business Men. By Albert Crew, of Gray's Inn and the Middle Temple, Barrister-at-Law, Recorder of Sandwich. Assisted by W. G. H. Cook, LL.D., M.Sc.(Econ.), London. Eleventh (Revised) Edition. 1935. Crown 8vo. pp. xvi and (with Index) 462. London : Jordan & Sons, Ltd. 5s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

General Grant in the Estate of a deceased Tenant for Life of a Settlement terminating with Her Death—Subsequent Amendment to exclude Settled Land—Effect on Land subject to the Settlement which ceases.

Q. 3113. I shall be obliged by your opinion on the following point in practice. By his will dated in 1902 A appointed his wife B and his sons executors and trustees and died in 1924, probate of his will being granted in the same year to the executors. The will devised, *inter alia*, certain real property to B for life, and after her death to one of the sons absolutely. B died in 1932, having made a will in 1921, which was proved by the executors thereof in 1932. On 31st December, 1933, A's executors purported to assent to the devise contained in his will to the son. On 26th January, 1934, an order was made by the court amending the grant of probate to B's will so as to exclude settled land. On 14th February, 1934, the executors of B purported to assent to the said property vesting in A's son, and the son has now sold off a portion of the property. Is the title in order? It is submitted that, following the decision of *Bridget* v. *Hayes*, 28 1 Ch. 165, on the death of B her executors were in a position to assent to the property vesting in A's son. This is what they ultimately tried to do, but it will be observed that in the meantime the order was obtained from the court amending B's probate so as to exclude settled land. It is submitted, however, that this order of the court does not affect the title because the property had ceased to be settled land on the death of B and the exclusion of settled land from the grant did not affect the matter, and that in spite of such exclusion the proper persons to make title were the personal representatives of B, to whom a general grant was made. On the other hand, it is contended that to put the title in order a special grant should be taken out to the settlement trustees (the surviving trustees of A's will) and that they should assent to his son.

A. We agree that the title is in order. This was not settled land vested in B which was settled previously to her death and remained settled land notwithstanding her death. The exclusion did not therefore affect it. The Settled Land Act trustees could not (properly) obtain a grant extending to this property.

Notice to Quit Farm by Tenant—Is Claim for Compensation Valid?

Q. 3114. (1) A is tenant of a farm.

(2) In September, 1933, he serves on the landlord a demand for arbitration as to the rent to be paid under the Agricultural Holdings Act, 1923.

(3) In pursuance of the fact that there has been no compliance with this demand, A serves a notice to quit on the landlord in October, 1933. In normal circumstances this would be effectual to terminate the tenancy on 12th November, i.e., the end of the current year of the tenancy.

(4) The notice to quit is served *unsigned*, and has no effect.

(5) On 10th November, 1934, A serves a fresh notice to quit—this, so far as we are aware, being effective.

(6) Can A claim compensation in November, 1935, or has he lost his right to do so by not following the demand with a proper notice to quit within a year?

(7) If he can, will it be necessary to give one month's notice to the landlord of his intention to claim compensation, i.e., one month before 12th November, 1935?

A. (1) By s .12 (3) of the Agricultural Holdings Act, 1923. the tenant's demand for arbitration must be in respect of the rent to be paid *as from the next ensuing date* upon which the tenancy could have been terminated by notice to quit given by him *at the date of the said demand.* So demand for arbitration made in September, 1933 (assuming it is a Michaelmas tenancy) applies to quitting at September, 1934. It cannot apply to September, 1935, unless a fresh demand for arbitration has been made prior to Michaelmas, 1934. The notice to quit must also state that it is given by reason of non-compliance with the demand.

(2) Compensation is not payable in any event unless the tenant has complied with cls. (*a*) and (*b*) of s. 7.

Will—Gift of Share of Residue—Provision that Trustees may Postpone Distribution of Corpus Paying the Income in the Interim—Validity of the Provision.

Q. 3115. As subscribers to your journal we shall be glad to have an opinion on the following point: A testator disposed of his residuary estate in the following terms: "I give devise bequeath and appoint all the rest residue and remainder of my real and personal estate whatsoever and wheresoever not hereby otherwise disposed of unto my Trustees on trust to sell call in and convert the same into money or such part thereof as does not consist of money and out of the proceeds thereof and of my ready money to pay my funeral and testamentary expenses and debts and the legacies hereby or by any codicil hereto given and the duties thereon and subject thereto to hold one-seventh part thereof in trust for A, one-seventh part thereof in trust for B, one-seventh part thereof in trust for C, one-seventh part thereof in trust for D, one-seventh part thereof in trust for E, one-seventh part thereof in trust for F, one-seventh part thereof in trust for G and H in equal shares." The testator at the end of his will inserted the following clause: "I empower my Trustees to postpone the sale of my said real and personal estate for so long as they shall think fit and I give them full power to postpone payment of the shares of my residuary estate to the said Legatees for such time as they may consider advisable in the interests of my Estate but such Legatees are to be entitled to receive the interest on their share of residue until date of payment." We shall be glad to know if it is possible for a testator to authorise his trustee to hold up the division of the residuary estate which is given absolutely for so long as the trustees may think fit.

A. We express the opinion that the power to postpone distribution is ineffective. A person who is entitled to the income of a share of residue, and also to the corpus of that share, is absolutely entitled to that share, and is thus in a position to require the trustees to put him in possession of his share. The power in the will is, in our opinion, ineffective in that it seeks to impose a restriction upon the enjoyment of an absolute gift, and as such would be rejected. We have been unable to trace any authority directly in point.

Slum Clearance—Order Confirmed—Value of Plans Previously Approved by Council.

Q. 3116. Jones is the owner of a block of property consisting of five cottages and a fish shop. In 1927 plans were submitted to the council for the improvement of the property and the conversion of some of the houses into houses and shops.

These plans were approved by the council, but the work could not proceed owing to the difficulty of dispossessing controlled tenants. At the beginning of this year a slum clearance order was made, which included Jones' property (but not the shop above mentioned), although this is on the extreme edge of the area, and at the local enquiry the plans for alteration were submitted to the inspector and the position fully explained, but without avail. Since the confirmation of the order a new plan has been submitted to the council identical with the one already sanctioned by them, but suggesting in addition an improvement to a third house and the proposed demolition of the other two houses. The council on the advice of the sanitary committee have refused to re-affirm their previous decision or to agree to any proposed alteration on the lines suggested. As the plans to be re-affirmed were passed by the council in 1927 it would appear that new buildings to the same specifications would comply with the council's requirements. The anomalous position then arises that new buildings can probably be erected identical with the reconstructed old ones, but that the old walls must first be knocked down and the materials taken away before the rebuilding commences. The council have, of course, powers to restrict the user of the land and to that extent to limit the type of building which can be erected. Will you please inform us what class of restrictions can be imposed by the council and refer us to any authority on the question. If there is any method by which the plans of 1927 can be used please suggest this method to us.

A. It appears to us that the position here is wholly governed by the terms of s. 2 (5) of the Housing Act, 1930. An order for demolition has been confirmed and the five cottages must be cleared. That will end the difficulty of getting rid of the tenants and a clear site will be available for re-building. The course to be adopted now is to submit an entirely new scheme for filling that site. If the scheme is rejected by the local authority, or if such restrictions or conditions are imposed as are unreasonable, the owner may appeal to the Minister on the question of facts or to the High Court by *certiorari* if the attitude of the local authority is *mala fide* or arbitrary and intolerant. What would amount to that depends upon the circumstances which, if necessary, should be submitted for the opinion of counsel. Every case depends upon its own merits.

Whether there is any Object in using an Assent and not a Conveyance in the case of an Appropriation.

Q. 3117. With reference to your reply to question No. 3062, p. 765 in THE SOLICITORS' JOURNAL of 27th October, 1934, in which you express the opinion that it is possible by an assent made after 1925 to vest a legal estate in a person not actually directly entitled under the terms of the will, e.g., a person entitled by way of appropriation. Would there be any object in making use, in such circumstance, of an assent in place of a deed of appropriation and conveyance, as in either case the stamp duty officials look upon such a transaction as a sale to the residuary legatee, and hold that *ad valorem* conveyance on sale duty upon the value of the legacy, or so much thereof as is satisfied by the appropriation, is chargeable upon the instrument transferring the appropriated asset to the legatee ?

A. We do not see any very obvious advantage in the use of an assent as distinct from a conveyance in such a case, and doubt whether there is any owing to the view taken as to stamp. A subsequent purchaser would not be concerned with the deed of appropriation whether there was an assent or a conveyance (A. of E.A., 1925, s. 36 (7)).

Motorist's Liability for Negligence.

Q. 3118. A, who is driving a car, as a result of his negligence collides with B, who is driving his motor cycle. B's machine is rather badly damaged, some of his clothes are torn, and his arm has to be patched up by a doctor. Pending a claim for damages B takes no steps to have his motor cycle repaired. About three weeks after the accident he goes for a holiday to a seaside town about 150 miles away and is bound to travel by train. While there he incurs about £4 expense in travelling on motor coaches. Can B claim any, and, if so, what amount as damages in respect of—.

(1) Personal injuries and shock (he was not prevented from working) ; and

(2) Loss of the use of his motor cycle (it was only used for pleasure) ?

It is believed that A borrowed the car without the owner's authority. Having regard to the decision in *Monk* v. *Warby and others*, do you consider that, in case such user is not covered by insurance, the owner would be liable ?

A. (1) The limit of general damages recoverable appears to be £10, but a county court judge might not award even that amount, as B was not prevented from working.

(2) There appears to have been no reason for delaying the repairs three weeks, as evidence of the damage could have been given by the repairer. The £4 spent in motor coach fares is too remote to be recoverable as damages, and no amount can be included (with any prospect of success) for loss of use of cycle. If A borrowed the car *without* the owner's authority, *Monk* v. *Warbey* is distinguishable, and the owner is not liable—even if uninsured.

Obituary.

MR. J. H. BANTOFT.

Mr. John Henry Bantoft, retired solicitor, of Selby, died recently in his eighty-fifth year. Mr. Bantoft, who was admitted a solicitor in 1874, was Clerk to the Selby Urban District Council from 1878 to 1930.

MR. H. D. M. BARNETT.

Mr. Harold Darracott Morris Barnett, solicitor, of Leicester, died on Thursday, 24th January, at the age of sixty. Mr. Barnett, who was admitted a solicitor in 1895, had been for thirty-eight years a partner in the firm of Messrs. Harding and Barnett, of Leicester. He served his articles with Mr. William Harding, the senior partner of that firm. He was a member of the committee of Leicester Law Society, and was President in 1932.

MR. M. F. EDYVEAN.

Mr. Montague Flamank Edyvean, solicitor, of Bodmin, died on Monday, 28th January, at the age of fifty-three. Mr. Edyvean, who was admitted a solicitor in 1905, was Coroner for the Bodmin District of Cornwall and Registrar of Bodmin County Court.

MR. E. A. LAVERACK.

Mr. Edwin Arthur Laverack, solicitor, senior partner in the firm of Messrs. Laverack & Sons, of Hull, died recently at Hessle, at the age of sixty-seven. Mr. Laverack, who was the son of the late Mr. Edwin Laverack, a former Town Clerk of Hull and founder of the firm of Messrs. Laverack and Sons, was admitted a solicitor in 1889. He was a past President of Hull Law Society.

MR. S. ROWE.

Mr. Stephen Rowe, solicitor, senior partner of Messrs. Walker, Rowe & Clark, of Old Broad Street, E.C., died on Wednesday, 30th January. Mr. Rowe was admitted a solicitor in 1886.

MR. A. H. THOMAS.

Mr. Arthur Hannibal Thomas, solicitor, of Camborne, died on Saturday, 26th January, at the age of sixty-six. Mr. Thomas served his articles with Messrs. Daniell & Thomas, and was admitted a solicitor in 1891.

To-day and Yesterday.

Legal Calendar.

28 January.—On the 28th January, 1829, William Burke was hanged at Edinburgh before a crowd of 20,000 persons, all anxious to watch the end of the monster who had made murder a trade that he might sell corpses for anatomical purposes. At ten past eight he took his place on the drop amid the execrations of the spectators who joined with his name that of Dr. Knox who had purchased bodies from him. At a quarter past eight the doomed man gave the signal to the executioner and amidst the most tremendous shouts died almost without a struggle. That night his own body was taken to the dissecting room.

29 January.—On the 29th January, 1875, Lord St. Leonards, formerly Chancellor, died at Boyle Farm, his villa at Thames Ditton.

30 January.—On the 30th January, 1387, William Hughlot appeared at the Guildhall charged with a whole string of offences. He had attacked a 'Fletestrete" householder, wounding him with a dagger. When an alderman who happened to be passing intervened, he had turned on him murderously and also wounded a constable who tried to arrest him. Besides all this, while confined in Newgate, he had said "that the Court of the Guildhall was the very worst and most false Court in all England." For all this he was condemned to have his right hand cut off, but the offended alderman having interceded on his behalf, he got off with imprisonment for a year and a day together with a period in the pillory.

31 January.—On the 31st January, 1853, Dr. Newman, afterwards Cardinal, was brought up to receive the judgment of the Court of Queen's Bench. He had denounced the immoralities of a rascally ex-priest named Achilli with so much plainness that a criminal information for libel had been laid against him. In spite of a multitude of witnesses justifying his assertions the jury had found him guilty. Mr. Justice Coleridge, in sentencing him to a fine of £100, testified to the honesty of the defendant's intentions and his freedom from personal malice in making the charges against Achilli, but warned him in future to meet his opponents "with calm refutation of arguments."

1 February.—On the 1st February, 1843, the Reverend W. Bailey was convicted of forgery at the Old Bailey after a trial lasting nearly twelve hours. The case was the sequel to a civil action in which the prisoner's sister had sued the executors of Robert Smith, a notorious miser, on a promissory note for £2,875, which turned out to be forged. The unfortunate clergyman was sentenced by Mr. Justice Williams to transportation for life.

2 February.—The ferocious discipline in the merchant service a century ago was well exemplified in the case of *Smith* v. *Larkins*, tried before Lord Tenterden on the 2nd February, 1832. A mariner on an East Indiaman was suing his captain for assault. On the outward voyage, he had been ordered three dozen lashes for uttering the apparently innocuous expression "Toes, toes," while handling the hatchway-bar. This unaccountably seems to have been taken as an insult to a certain midshipman. Later, he was ordered another three dozen for a remark seemingly no more offensive. A sympathetic jury gave him £40 damages.

3 February.—Mr. Justice Dampier, who died on the 3rd February, 1816, narrowly missed a clerical instead of a legal career, for his father was Dean of Durham, one of his brothers was Bishop of Ely and the other was a canon in the cathedral there. Even after he had been called to the Bar at the Middle Temple, he was still sufficiently attracted to the Church to marry the daughter of the Archdeacon of Rochester. He was raised to the Bench in 1813.

The Week's Personality.

The career of Lord St. Leonards presents several remarkable features. Like Lord Chief Justice Tenterden, he was the son of a barber, pressing forward to success by the force of his own merits. He was over seventy when he became Lord Chancellor of England, having twice already served as Lord Chancellor of Ireland. "He as nearly as possible realised the ideal of an infallible oracle of law. His judgments, always delivered with remarkable readiness, were very rarely reversed, and the opinions expressed in his text books were hardly less authoritative." One of his greatest achievements as a law reformer was to give Irish Chancery suitors a systematic code of procedure. He lived to be nearly ninety-four, and after his death the mysterious disappearance of his will gave rise to litigation which produced a leading case. In the course of his judgment Sir James Hannen referred to him as "one of the greatest lawyers that ever lived; who was devoted to his profession; who to the latest years of his life delighted in carrying on his studies in that profession." The depth and minuteness of his legal knowledge was unrivalled as was his logical power and critical acumen. He was a writer of very great excellence and in personality he was placid of temper and mild and gentlemanly in manner.

Beyond Control.

"Any blame there is can only be because the debtor has not exercised that control over his wife which theoretically the law expects a man to do, and which, in practice, the law knows perfectly well in nine cases out of ten a man has no power to exercise." So said Judge Woodcock in a bankruptcy case at Leeds recently, and the incongruous situation to which he alluded is the direct fruit of the immortal decision in *The Queen* v. *Jackson* [1891] 1 Q.B. 671. As Judge Parry wittily wrote: "It was the first test match between woman and man, and the latter, who started a hot favourite, was beat to a frazzle, and is never likely to recover the ashes. In the Temple, the betting was any odds against lovely woman." It was a first-class sensation when Edmund Jackson, having, on the strength of an order for restitution of conjugal rights, forcibly seized a wife who insisted on living apart from him, and imprisoned her in his house, was ordered by the Court of Appeal (reversing Cave and Jeune, JJ.) to let her go free. From that day, the shadow of Buller, J. ("Judge Thumb"), who is said to have held in 1782 that a man might beat his wife with a stick not thicker than his thumb, faded from the law of England.

A Wife set Free.

From the time of their clandestine marriage in November, 1887, until July, 1889, Edmund Jackson and Emily Emma Hall, for some unexplained reason, had never lived together. Then the lonely husband went to the court for an order for the restitution of conjugal rights—relief which was the more readily granted as the law had no intention of enforcing it. The next move was dramatic. On Sunday, 8th March, 1891, a carriage and pair, with a liveried coachman, drove up to Clitheroe Parish Church, and, before the eyes of the indignant congregation, Emily Emma was seized in the churchyard, dragged into the carriage and carried off to her husband's home in Blackburn. Pursuing relations found the house barricaded, and beseiged it night and day, while the beleaguered garrison took in stores by a line through an upper window. Meanwhile, a *habeas corpus* had been applied for in the Queen's Bench, but Cave, J., observed that "a husband has a right to the custody of his wife," and that was that. But in the Court of Appeal, Lord Halsbury and Lord Esher took a broader view, and the clerk of the court endorsed upon the writ, "Return held bad and wife to go free."

Mr. Walter James Barnes, solicitor, of Northam, near Bideford, left £9,487, with net personalty £9,231.

Notes of Cases.

Court of Appeal.

Dawson *v.* Hill (No. 2).

Greer, Maugham and Roche, L.JJ. 11th January, 1935.

Practice—Order of Judge in Chambers—Matter of Practice and Procedure—Application to Divisional Court—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), ss. 31 (3) and 62.

Appeal from the King's Bench Division.

In an action for tort in the King's Bench Division, the Master struck out certain paragraphs of the plaintiff's statement of claim, and Talbot, J., in chambers, affirmed the order. The plaintiff having applied to him in court to discharge the order made by him in chambers, he refused and the Court of Appeal upheld his decision (78 Sol. J., 876). The plaintiff then applied to the Divisional Court, under s. 62 of the Supreme Court of Judicature (Consolidation) Act, 1925, to set aside the order made in chambers. The application was dismissed.

Greer, L.J., dismissing the appeal said that s. 62 did not apply to an order of a judge in chambers on a matter of practice and procedure, since it was expressed to be "subject to the provisions of this Act with respect to appeals in matters of practice and procedure," and under s. 31 (3) all such appeals must be to the Court of Appeal. It had already been decided that Talbot, J., sitting in court, had not power to discharge the order made by him in chambers, and the same reasoning applied to the Divisional Court.

Maugham and Roche, L.JJ., agreed.

Counsel: *W. H. Lewis.* (The appellant appeared in person).

Solicitor: *Treasury Solicitor.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

R. & W. Paul Ltd. *v.* Wheat Commission.

Lord Hanworth, M.R., Slesser and Romer, L.JJ.

4th, 5th, 6th, 7th, 10th and 11th December, 1934, and 18th January, 1935.

Trading Regulations—Wheat—Imports—"Middlings"—Whether Offal or Flour—Quota Payment—Jurisdiction—Public Authorities Protection Act, 1893 (56 & 57 Vict., c. 61)—Wheat Act, 1932 (22 & 23 Geo. 5, c. 24).

Appeal from a decision of Roche, J. (78 Sol. J. 413).

The company, who were merchants and importers, dealt among other goods in animal and poultry feeding stuffs. Between April, 1933, and January, 1934, they imported various consignments of wheat offals, described as "middlings," which are residual products extracted from wheat in the process of milling and used for animal or poultry food. Roche, J., held that they were not liable to make quota payments under the Wheat Act 1932, that with regard to money they had been obliged to pay as quota payments on the earlier consignments, the Public Authorities Protection Act, 1893, debarred them from recovering it, and that No. 20 of the Wheat Bye-Laws, made in pursuance of s. 5 of the Wheat Act, 1932, did not oust the jurisdiction of the court.

Lord Hanworth, M.R., in giving judgment, said that Roche, J., was right in holding that the court's jurisdiction was not excluded in favour of arbitration. The Wheat Act was not of general application, and a person might claim that he was not a grower, miller or importer of wheat and was not therefore within the Act or precluded from access to the King's Courts. For a statute to take away the right to sue, there must be a clear expression of intention (see *Lowther* v. *Clifford* [1927] 1 K.B. 130, at p. 147); *Scott* v. *Avery*, 5 H.L.Cas. 811, was explained in *Horton* v. *Sayers*, 4 H. & N. 643, at p. 649. The claim of the plaintiffs lay outside any arbitration required by the Act. The relevant principle had been applied in cases relating to friendly societies (see *Wells* v. *Wells* [1892] 2 Q.B. 225, and *Palliser* v. *Dale* [1897] 1 Q.B. 257). Where an event is defined, upon which there is to be a right of arbitration, the arbitration cannot extend to ascertain whether that event had happened (*Pethwick Brothers* v. *Metropolitan Water Board*, "Hudson on Building Contracts," vol. II, p. 242, at p. 247). As to the liability to quota payments, this could not be escaped by treating the product of milling as offals, however small the amount of flour extracted from the wheat. Offals were residual products. It had been argued that if the meal were delivered as animal or poultry food, it escaped liability under s. 3 (1), and that a residual product so destined was none the less offal though it might be rich in flour. This was not so. Though the Commission might grant a certificate of exemption, the decision did not rest with the miller. The parcels must be examined to see whether they were within the latitude allowed to offals delimited by the Act. In this case, the milling had stopped before reaching its normal conclusion. The parcels were liable to quota payments, and on this point the appeal must be allowed. As to the Public Authorities Protection Act, it did not define "public authority." It embraced proceedings against any person for any act done in pursuance of any Act of Parliament or public duty. The Act gave the Wheat Commission certain powers and imposed on them certain duties. In this case, the acts were done in execution of a public duty (see *Bradford Corporation* v. *Myers* [1916] 1 A.C. 242, at p. 247). Roche, J., was right in holding that the Act protected the Commission.

Slesser and Romer, L.JJ., agreed.

Counsel: *Sir William Jowitt*, K.C., and *Hubert Hull*; *Sir Leslie Scott*, K.C., and *J. Whyatt.*

Solicitors: *Parker, Garrett & Co.*; *Thomas Cooper & Co.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

The "London Corporation."

Greer and Slesser, L.JJ., and Eve, J. 23rd January, 1935.

Shipping—Collision—Damages—Repairs not Executed—Vessel Sold for Breaking up.

Appeal from a decision of Bateson, J.

The "London Corporation" and the "Benguela" collided, having ranged at their moorings while they were laid up. The cost of repairing the damage to the latter vessel was estimated at £250, but it was in fact sold for breaking up for £4,200, the purchasers agreeing not to trade with the vessel. Subsequently, the Admiralty Registrar held that the owners of the "Benguela" were entitled to recover as damages the estimated cost of repair, and Bateson, J., affirmed the decision.

Greer, L.J., dismissing the appeal, said that the *primâ facie* damage was the cost of repair. The sale for breaking up was an accidental circumstance which should not be reckoned as a diminution of damage. Where damage had been done to a vessel, some damages were recoverable (see the "Mediana" [1900] A.C. 113, the "York" [1929] P. 178, the "Kingsway" [1918] P. 344, and the "Endeavour," 16 Asp. M.C. 511). If a ship was damaged and before the repairs were effected it was lost by something other than the act of the defendant, the estimated cost of repairing it could yet be recovered. The principle applied in this case. Moreover, it did not follow that the price paid by the ship breakers was the same they would have paid if the vessel had been repaired.

Slesser, L.J., and Eve, J., agreed.

Counsel: *Stranger*, K.C., and *C. T. Miller*; *Willmer.*

Solicitors: *Middleton, Lewis & Clarke*; *Lawrence Jones & Co.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Nicholson *v.* Southern Railway Co. and Another.

Branson, J. 22nd January, 1935.

HIGHWAY—UNFENCED ADJOINING LAND—HIGHWAY MADE UP AND RAISED BY LOCAL AUTHORITY—DROP BETWEEN HIGHWAY AND ADJOINING LAND—ACCIDENT TO PEDESTRIAN AT NIGHT—HIGHWAY AUTHORITY LIABLE—OWNER OF LAND UNDER NO DUTY.

This was an action brought by Miss F. M. J. Nicholson against the Southern Railway Co. and the Sutton and Cheam Urban District Council (now a borough) claiming damages for personal injuries. She alleged that the railway company were the owners of certain land, until recently unfenced, abutting on and adjoining Station Road, Cheam, and that the defendant council, as the highway authority, made up the road with the kerbing. After making up the road, she said, the defendant council and/or the railway company negligently caused the level of the unfenced land of the railway company to be and remain about 6 inches lower than the level of the edge or kerb of the highway. She said that while walking along the highway on the night of the 16th December, 1933, she fell down a slope by reason of the above drop and broke her leg. The railway company, by their defence, denied that they were the owners of the land, but said that if they were they were still not liable because nothing had been done on their land to create a nuisance beside the highway. The urban district council pleaded contributory negligence by the plaintiff, and said, alternatively, that in any case they were not solely responsible, but that the railway company was also responsible because they had allowed their land adjoining the highway at that point to be in a condition which caused it to be a nuisance.

BRANSON, J., said that the defence of contributory negligence failed. The plaintiff was invited by the presence of a properly made-up pavement to walk on that side of the road. He did not see that there was really any other defence open to the council, and the plaintiff was entitled to recover against them. That left the position of the railway company to be dealt with. It was said that they were the occupiers or owners of the land right up to the highway at that point, and that there was a common law obligation upon owners or occupiers of land adjoining a highway to prevent their land from ever becoming a nuisance, and that therefore as soon as the urban district council had raised the height of the highway so as to make a dangerous drop between the highway and the railway company's land, it became the common law duty of the railway company either to fence it, or to build up their land so that that dangerous drop should cease to be. It seemed to him that that was putting a new and intolerable burden upon the occupiers of land adjoining highways, and one not supported by authority. It was said that when something had been done, not upon the adjoining land at all, but upon a highway, which made that highway dangerous, some obligation was put upon the occupier of the adjoining land to alter his land to do away with the danger. That was a completely new proposition of law and one that he could not accept. There would be judgment for the plaintiff for £500 against the urban district council, with costs, and for the railway company against the plaintiff, with costs, the latter costs to be paid by the defendant council.

COUNSEL: *R. Fortune* and *W. G. Wingate*, for the plaintiff; *S. O. Henn Collins*, K.C., and *A. T. Denning* for the Southern Railway Co.; *Doughty*, K.C., and *N. Fox-Andrews* for the Sutton and Cheam U.D.C.

SOLICITORS: *Henry T. Nicholson; W. Bishop; James Turner and Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Mr. Percival Armorer Forster, solicitor, of Setch, Norfolk, left £10,115, with net personalty £2,622.

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Parliamentary News.

Progress of Bills.

House of Lords.

Matrimonial Causes (Amended Procedure) Bill.
Read Second Time. [29th January.

Matrimonial Causes (Procedure in Suits for Nullity) Bill.
Read Second Time. [29th January.

Ministry of Health Provisional Order (Cumberland and Lancaster) Bill.
Read First Time. [29th January.

Ministry of Health Provisional Order (Gloucester and Warwick) Bill.
Read First Time. [29th January.

Ministry of Health Provisional Order (Holland and Kesteven) Bill.
Read First Time. [29th January.

Ministry of Health Provisional Order (Holland and Lindsey) Bill.
Read First Time. [29th January.

National Gallery (Overseas Loans) Bill.
Read Second Time. [29th January.

House of Commons.

Ascot District Gas and Electricity Bill.
Read First Time. [30th January.

Beckenham Urban District Council Bill.
Read First Time. [30th January.

Blackpool Improvement Bill.
Read First Time. [30th January.

Bognor Gas and Electricity Bill.
Read First Time. [30th January.

Burnley Extension Bill.
Read First Time. [30th January.

Chester Water Bill.
Read First Time. [30th January.

Clacton-on-Sea Pier Bill.
Read First Time. [30th January.

Coventry Canal Navigation Bill.
Read First Time. [30th January.

Croydon Corporation Bill.
Read First Time. [30th January.

Derwent Valley Water Board Bill.
Read First Time. [30th January.

Easington Rural District Council Bill.
Read First Time. [30th January.

Fylde Water Board Bill.
Read First Time. [30th January.

Glamorganshire Canal Company Bill.
Read First Time. [30th January.

Great Western Railway Bill.
Read First Time. [30th January.

Harrogate Corporation Bill.
Read First Time. [30th January.

Increase of Rent and Mortgage Interest Restrictions Bill.
Read First Time. [29th January.

London and North Eastern Railway Bill.
Read First Time. [30th January.

London County Council (General Powers) Bill.
Read First Time. [30th January.

London Midland and Scottish Railway Bill.
Read First Time. [30th January.

London Passenger Transport Board Bill.
Read First Time. [30th January.

Maidstone Corporation Bill.
Read First Time. [30th January.

Medway Lower Navigation Bill.
Read First Time. [30th January.
Metropolitan Water Board Bill.
Read First Time. [30th January.
Ministry of Health Provisional Order (County of Holland Joint Hospital District) Bill.
Read First Time. [30th January.
Newcastle and Gateshead Waterworks Bill.
Read First Time. [30th January.
Newcastle-upon-Tyne Corporation (General Powers) Bill.
Read First Time. [30th January.
Oxford Canal Bill.
Read First Time. [30th January.
Reading Corporation Bill.
Read First Time. [30th January.
Rhyl Urban District Council Bill.
Read First Time. [30th January.
Rochdale Canal Bill.
Read First Time. [30th January.
Saltburn and Marske-by-the-Sea Urban District Council Bill.
Read First Time. [30th January.
Sheffield and South Yorkshire Navigation Bill.
Read First Time. [30th January.
South Essex Waterworks Bill.
Read First Time. [30th January.
South Shields Corporation Bill.
Read First Time. [30th January.
Southern Railway Bill.
Read First Time. [30th Jaunary.
Sunbury-on-Thames Urban District Council Bill.
Read First Time. [30th January.
Weaver Navigation Bill.
Read First Time. [30th January.
West Hampshire Water Bill.
Read First Time. [30th January.

Questions to Ministers.

CORONERS' INQUESTS (COMMITTEE OF INQUIRY).

Mr. MORGAN JONES (*by Private Notice*) asked the Home Secretary whether his attention has been called to the proceedings at the inquest at Weymouth into the death of Mr. Jeffreys Charles Allen, J.P., and whether he is prepared to introduce legislation to confine coroners' inquests to an inquiry into the cause of death.

Sir J. GILMOUR: I have had under consideration for some time past the question whether changes in the law or practice regarding coroners' inquests are desirable. The issues involved are complex, and, after consultation with the Lord Chancellor, I have decided to appoint a committee of inquiry into the subject. I hope to be able to announce the membership and precise terms of reference of the committee at an early date. [29th January.

The Law Society.

SPECIAL GENERAL MEETING.

Mr. H. R. BLAKER, the President, took the chair at a special general meeting of The Law Society, held at its Hall, at Bell Yard, on the 25th January. In his opening address, the President referred to the great regret at the death of Dr. Charles Edward Barry, of Bristol, in October, 1934. Members would agree, he said, that there had never been a more genial occupant of the presidential chair. Mr. Barry had also been Chairman of the Solicitors' Benevolent Association, and of the Associated Provincial Law Societies, and for many years had done excellent work on behalf of his professional brethren. Lord Riddell's death had also been a great loss to the profession. At the time of his death Lord Riddell had held a practising certificate; he had always taken the greatest possible interest in the profession, and been proud to belong to it. He had been a most generous supporter of the Solicitors' Benevolent Association, which would benefit to a considerable extent under his will.

The Sub-Committee of the Supreme Court Rule Committee, which had sat, under the chairmanship of Sir Boyd Merriman, to consider certain questions of costs in poor persons' cases, had recommended that, while it was essential to maintain the voluntary nature of the work, Or. 16, r. 31B, might be amended to define special circumstances in which the judge might exercise discretion, so as to indicate the desirability of allowing profit costs in cases of exceptional length or difficulty, or where a rich plaintiff had oppressed a poor person, or where a defendant had used obstructive tactics. The recommendations had been adopted by the Rule Committee, and would slightly ease the burden thrown on some solicitors. Mr. Blaker hoped that judges would allow, at all events, something towards profit charges to a solicitor who undertook a case which entailed more trouble and office expense than he could afford, where he had not been able to gauge the time which he and his clerks would have to spend on it. He hoped that solicitors did not find the new Solicitors' Rules too irksome. The burden was lighter than some considered that it might have been made. He thought that in the end the Rules would benefit solicitors, for they could now more easily ask their clients for money to pay disbursements.

He had had a very friendly interview with the Chief Land Registrar, Sir John Stewart-Wallace, in an endeavour to secure an increase in the scale of solicitors' costs in respect of registered land. Sir John had preferred to postpone discussion until Lord Tomlin's Committee had reported. This committee had enquired whether, if it were considered desirable to make an order otherwise than at the instance of a county council, that order should be made in respect of any particular area. It had reported that the first order to be made "in due course" should apply to the administrative County of Middlesex. Its reasons were that Middlesex lay contiguous to London and could be administered by the existing Land Registry; it was made up of built-up or developing areas; much of it was already registered; and registration in the County of London was working satisfactorily. The committee also found that before compulsory registration was extended, the survey in any new areas should be completed by the Ordnance Survey Department. They were satisfied that this survey could be completed for Middlesex within eighteen months of the arrangements for the survey being completed. The profession must assume, said the President, that when a small working amendment recommended by the committee had been made in the relevant section of the Land Registration Act, and when the necessary survey had been completed, some State Department—presumably, that of the Lord Chancellor—would move towards the extension of compulsory registration. He proposed, therefore, to seek another interview with the Chief Land Registrar at an early date.

The Lord Chancellor had referred to Lord Hanworth's Committee several more questions on law reform, including the knotty problem of whether the Statute of Frauds, upon which lawyers had relied implicitly for the trifling interval of 300 years or so, should be amended or repealed. He had the greatest respect for his friends Sir Reginald Poole and Mr. Mortimer, but could not help wondering whether they were not beginning to feel a little out of breath in keeping pace with these rapid changes in the law.

He drew the attention of the meeting to the Scots case of *McInnes* v. *Commissioners of Inland Revenue* (1934), S.L.T. 365 [see also "A Conveyancer's Diary," 78 Sol. J. 815], in which the Court of Session had held that the *ad valorem* stamp on a conveyance or lease must be calculated on the value of the land and of the buildings erected on it. The Council of The Law Society were, he said, in communication with the Controller of Stamps on the subject, particularly as to past transactions. Although the authorities might be willing to re-stamp documents relating to these transactions without penalty, the Council felt that it would impose hardship on solicitors to have to trace the documents, many of which were not now in their hands.

The action which the Council had already taken to mitigate touting and undercutting had been of benefit, for it had received many letters asking whether certain specified conduct would be considered objectionable. The Council had so far sent no case to the Disciplinary Committee. In conclusion, Mr. Blaker regretted that no provincial solicitor had been appointed to sit on the Royal Commission enquiring into the business of courts, for the matters to be enquired into were dependent upon the conditions in the provinces, and any recommendations must affect the provinces.

NON-ATTENDANCE OF COUNSEL.

Mr. C. L. NORDON then moved—

"That the Council be urged to consider the serious prejudice to litigants and solicitors in cases where counsel, duly briefed for trial of action, is prevented from fulfilling his engagement owing to his appearance in another court, and to make such representations as will lead to the appropriate remedy."

After thanking collectively the large number of solicitors who had written to him from all over the country in support of this and his other motion, he declared that the present motion involved vital public as well as professional interests. In *The Daily Telegraph* of 1st November, 1934, Mr. Justice Luxmoore was reported to have said, in a paragraph headed "Solicitors Rebuked by Judge; Should Pay for Delays"—

"If solicitors are not ready when they know their actions are in the list, I wish there were some means of making

them pay personally the costs caused by the delay. It would really seem that the only thing to do in the future is to stick rigidly to the list as published, and if solicitors are not ready it may be that clients would have some grounds for action against them for negligence."

Every solicitor knew the nightmare of uncertainty whether the learned counsel to whom a brief had been delivered and fee paid would actually be present to conduct the case. The present system amounted in many cases to a denial of justice. There was no question of conflict between solicitors and barristers; it was a question of principle, which must be solved in the public interest. The Bar had secured by immemorial custom a monopoly. When the spectre of monopoly reared its head, it required to be watched with the greatest vigilance lest any abuse to the detriment of the public might seem to appear. The litigant was compelled to employ a barrister; it was therefore reasonable that the barrister's attention and attendance should be enforceable. If the acceptance of a brief on payment did not carry with it an absolute guarantee of due appearance, then there existed a serious defect which must be remedied. No action lay against the barrister for omission or negligence. Although Parliament, by the Solicitors Act, had given solicitors the right to practice before the courts, His Majesty's judges denied that right by reliance upon immemorial custom.

A month or a fortnight before the expected date of trial, the solicitor delivered his brief and papers. Then his worry began: would his counsel really be free? Sometimes all was well, but only too frequently, at 5 o'clock in the evening of the day before the case came on, when the lists were published, Mr. So-and-So's clerk wished to speak to the solicitor on the telephone. The poor solicitor's heart sank: he knew perfectly well what was coming. "I am extremely sorry that Mr. Blank finds himself in a difficulty"—it was always Mr. Blank, never the solicitor or the client—"but he must be in another court, and wants you either to leave the case in the able hands of Mr. So-and-So, the junior, or to take back the brief.' The solicitor had then to throw aside everything on which he was engaged and to rush through the Inns of Court trying to find somebody who was ready to get up the case in time. If counsel were not free the judge would not postpone the action on the ground that the barrister whom the solicitor had retained and paid was not able to be present. He would simply say that someone else should have been briefed. The solicitor was not allowed even to explain his difficulty to the judge; he must remain deaf-mute, and he and his clients were simply treated as if they did not exist. Mr. Nordon gave a recent personal example in which counsel had claimed, and been paid, the agreed fee of 500 guineas and 100 guineas a day refresher, although after the opening day, when he had been present by a lucky fluke, he had not come into court except for odd half hours during the remaining five days. Counsel in this case had declared that although the taxing master might, if he chose, clock him in and out of the court, he did not consider that this in any way justified the solicitor who instructed him doing the same thing.

Some Suggested Remedies?

In dealing with the question of remedies, he deferred to the wisdom of the Council, but pointed out that a mere attitude of *non possumus* would not help solicitors. A remedy had to be found, unless litigation in His Majesty's courts were to fall into even greater disrepute than in some quarters it stood in already. One remedy was to fix the date for each trial some reasonable time ahead. Another would be to return to the system which had worked extremely well in the Chancery Division, under which counsel had to attach themselves to particular courts. In those days if a solicitor briefed a leader attached to a court, he could be perfectly sure that counsel would be present. The third was to have the courts on the telephone so that solicitors might keep in touch with them and learn when their attendance would actually be required. It should not be necessary for a solicitor to take his place in an undignified queue in the corridor, ready to go into court the moment judgment was delivered in the preceding case, which might break up at any time without warning. Fourthly, Mr. Nordon suggested that the courts should sit all the year round. Holidays could be allocated to givet he judges reasonable resting periods; if there were sufficient judges the business of the courts could be kept going during the Long Vacation. As far as the Bar were concerned, the work would be better spread. It was not in the interests of litigation that there should be a small number of super-men whom every solicitor ran after, so that the other men who would be quite as good if they had the experience and the opportunity never received a fair chance. Again, suggested Mr. Nordon, a litigant should have an absolute right to the postponing of his case if the counsel whom he had briefed was not ready to conduct it; and if when the case had commenced counsel were compelled to leave the court, it should be suspended until he was able to return.

Mr. Barry Cohen, who seconded the motion, said that he had been attracted to support it from the wording in the notice. He associated himself with some, but not all, of Mr. Nordon's observations, and particularly, not with those in which Mr. Nordon had criticised the conduct of members of the Bar. He admitted that the position was a hardship to solicitors and something of a scandal to the public. The client always blamed the solicitor. On the other hand, the Bar were also in great difficulty, and a counsel with two or three briefs was naturally disposed to attend to the most interesting or remunerative of them.

When a case came on and counsel could not attend it, the solicitor should have the right to apply to the judge for a postponement to a reasonable date, by which time he could get another counsel to take up the brief and study it. One other reason why solicitors were encouraged to approach the authorities at the present moment was that solicitors, thanks to the splendid services to the profession of Sir Reginald Poole during his year of office, had had a signal success in securing an amendment of the law in connection with the lump sum rule. As there was now a considerable tendency to treat solicitors as human beings and listen to their suggestions, the present seemed a good moment for the Council to press upon the authorities the two suggestions that in the Chancery Division counsel should be attached to particular courts, and in the King's Bench an adjournment should be given when counsel could not attend. He pointed out that there existed telephone communication with the Law Courts, and the associate constantly telephoned to solicitors and informed them of when their cases were coming on. At present the shortened Long Vacation was only just sufficient to enable busy offices to give all their clerks a holiday, and it would be quite impossible for them to cope with the work if the courts sat all the year round.

Mr. Barry O'Brien considered that one defect of the resolution was that its first part was very vaguely framed. It pointed a finger of censure against the Bar, but there was no indication of how the Council were to make representations that would lead to the appropriate remedy. He would have liked, he said, to support Mr. Nordon's motion, because it raised matters of great importance to every practitioner engaged in litigious work. Mr. Nordon, however, had directed his offensive against the wrong objective. Blame could not rightly be attached to the Bar for the existing state of affairs. Moreover, the subject-matter of Mr. Nordon's complaint, that counsel when briefed for trial in an action failed to put in an appearance owing to their engagement in another court, was not so well founded as might at first sight appear. He had never been let down by counsel in this way during many years of practice, and if the experience of other solicitors was different from his, he was not sure that they were not themselves much to blame. When briefing counsel, whether merely of the junior Bar or prominent leaders, it was the duty of the solicitor to make it quite clear to the counsel's clerk that he wanted a definite understanding that that particular counsel would be available to conduct the case when it came on, and that if for any reason whatever there was any doubt on the matter, the brief must be returned in ample time for the solicitor to instruct someone else. If an understanding of that kind were reached, the solicitor need not have any fear. A certain distinguished counsel had occasionally, through his clerk, informed Mr. O'Brien—always at the last moment—that he would not be able to appear for adequate reasons, but he had also informed him that he had arranged for one or two equally prominent silks to take the brief on the same terms. On one occasion, owing to the state of the list, the case had come on next day; his side had been successful and the client had secured a verdict. He had had no complaint against counsel, but the lay client had been highly indignant because the damages had been considerably less than he had anticipated, and had not instructed him again.

A just complaint could be made against the state of the lists, but this was a matter on which counsel were not more responsible than solicitors. The profession were told that when new judges were appointed everything would be satisfactory. Not so long ago two new judges had been appointed, but the state of the lists was no better than it had been before. The trained legal brain was not necessary for work on the lists: what they needed was not an additional judge or judges but a first-class organising brain: a man of business whose sole duty would be to organise and supervise the lists. The man appointed would need to combine the personality of a Mussolini, the driving power of a Lloyd George and the organising ability of an Eric Geddes—but he could be found. Moreover, there should always be available at the courts an emergency judge, one of the new judges who were about to be appointed, who would not have assigned to him any special

list, but would sit in reserve and take the cases which it became clear, as the day proceeded, that the other judges would not be able to take. He deprecated the motion, and could not see what good could come of it. The remedy must come from the top, from the Lord Chancellor downwards, and the meeting would be putting upon the Council an additional burden to the many which it already bore.

The motion was, however, put to the meeting and carried by a considerable majority.

Mr. NORDON then moved—

"That the Council be invited to consider the promotion of legislation attaching (in suitable cases) the same penalties for the preparation, for reward, by unqualified persons of legal instruments not under seal, as attach under s. 47 of the Solicitors Act, 1932, to the preparation, for reward, by unqualified persons of instruments which are under seal."

He explained that a very large part of legitimate solicitors' business was gradually passing into other hands, particularly those of estate agents, accountants, patent agents, and banks. Under a provision of the Stamp Act, now incorporated in the Solicitors Act, no unqualified person might prepare for reward a document which was embellished by a little piece of red paper called a seal, a relic of the days when our forefathers could neither read nor write and so had to impress a mark on a piece of sealing-wax. There existed no other real distinction between sealed and unsealed documents. The public required protection from putting their signature to, and being bound by, a document which might result in unforeseen consequences. When solicitors prepared any legal documents nowadays they had to bear in mind the common law on the subject, the statute law, the decisions, the precedents and the text-books. In Halsbury's "Laws of England" there were 20,000 pages; in Halsbury's "Statutes of England" there were another 20,000. Eight volumes of Law Reports were published each year, many essential text-books, and many essential books of precedents. There was a real and serious danger to the public in the preparation of documents by unskilled men. Moreover, now that business was gradually disappearing from solicitors it was permissible to ask what real inducement the student had to-day to enter this honourable profession when, after he had devoted five years to preparatory work and another five years to gaining experience, he would discover that the plums were all taken by other professions who did the work which he was qualified to do. As soon as a new company came on the register at Somerset House firms of company registration agents sent pamphlets to its officers notifying them that it was prepared to carry out the formation of future companies at a fee of a few guineas. The clients, therefore, considered that they were overcharged by their solicitor. He had recently received one of these pamphlets from a well-known firm of law stationers, and had written a letter to the General Council of the Bar incorporating this offer. That firm had offered a memorandum and articles of association stated to have been prepared by counsel, whose name and degrees were mentioned. These articles were held out as suitable for a private company of any size and easily adaptable to the requirements of a public company. The Bar Council had replied six weeks later that it had given full consideration to the issues raised, and had decided that there was nothing in the procedure contrary to professional etiquette.

Another direction in which solicitors were losing business was that many industrial corporations and companies, and even local authorities, were employing "tame solicitors." They paid a fixed annual salary, and the solicitor who did the work and rendered the accounts had to hand all the proceeds to his employer, who made a profit. Such a solicitor could easily cover unqualified persons. Any lady typist or junior clerk could prepare a land registry transfer. In filling up those forms one only had to insert the name of the transferor and transferee and consideration. It took no skill to prepare, but its preparation by an unqualified person was a criminal offence. On the other hand, wills, settlements, and partnership agreements, which required a more precise knowledge of the words used, might be prepared by unqualified persons and charged for. If the principle existed, there was no need for a foolish distinction more applicable to the nursery than to grown-up business men. The large number of practising solicitors precluded a monopoly. He was asking the Council to keep an open mind, to present the case to the public, and to see whether they desired legal documents to be prepared and charged for by unskilled persons. If an authoritative statement were made, the public would at all events be warned against the risks they ran.

Mr. G. R. HUGHES (Bath) seconded the motion, saying that country solicitors were subjected to considerable competition by house agents, accountants and members of other professions, especially in the direction of personal applications for probate.

This motion also was carried by a majority.

The PRESIDENT undertook that the Council would consider the points raised and desired to help the profession in every possible way in the matters which had been referred to them.

Societies.

Inns of Court.

CALLS TO THE BAR.

Monday, 28th January, was Call Night at the Inns of Court. The following were called:—

LINCOLN'S INN.

W. H. Hickin, Emmanuel College, Cambridge, M.A.; J. M. Sanders, Bristol University; E. Clarke, King's College, London; M. Robertson, Trinity College, Cambridge, B.A.; S. C. Elworthy, Trinity College, Cambridge, B.A.; Mohamed Kulich Beg, Edinburgh University; V. D. Evelyn, Pembroke College, Oxford, B.A., B.C.L.; S. C .E. Rodrigo; R. G. Clover, Exeter College, Oxford, B.A., B.C.L. (Buchanan Prize, Lincoln's Inn, Hilary, 1935); Jaladhi Lal Roy, London University and Presidency College, Calcutta; M. R. Reeve, Oriel College, Oxford, B.A.; J. S. Bennett, Peterhouse Cambridge, B.A.; J. C. Guest, Brasenose College, Oxford, B.A., B.C.L.; Dalim Chand Sethia, London University and Calcutta University, B.Com. (1st Class); Ganesh Vasudeo Deshpande, London University and Bombay University, B.A.; Ramineni Kaushalendra Rao, Madras University, M.A. (Hons.), and London University, B.Sc. (Hons.); J. G. F. Scarr, Trinity College, Cambridge, B.A., LL.B.; D. G. W. Clyne, Magdalen College, Oxford, B.A.; Sailendra Nath Mookerjee, Calcutta University, M.A., B.L., an Advocate of the Calcutta High Court.

INNER TEMPLE.

J. M. Watt, Balliol College, Oxford, B.A. (holder of a Certificate of Honour, of an Entrance Scholarship, of a Jardine Studentship, and of a Poland Prize); H. N. Stafford, Gonville and Caius College, Cambridge, M.A., M.B., B.Ch.; S. G. Swaminadhan, Christ Church, Oxford, B.A.; E. H. Williams, Trinity College, Dublin, B.A.; J. V. Crisp, Worcester College, Oxford, B.A.; C. F. A. Jones, Magdalen College, Oxford, B.A.; S. Jackson, University College, London, LL.B., and Lincoln College, Oxford, B.A.; F. G. Bonnella, St. Catherine's Society, Oxford, B.A.; H. R. B. Griffin, Jesus College, Cambridge, B.A.; S. B. Shah, University College, London, M.Sc.; M. T. Raju, University College, London, B.A.; F. E. C. Loxton, Pembroke College, Cambridge, B.A.; P. R. Teichman, Gonville and Caius College, Cambridge, B.A.; J. E. Fowler, Downing College, Cambridge, B.A.; N. A. H. Bower, Wadham College, Oxford, B.A.; A. W. H. Brown, Trinity College, Cambridge; W. E. A. Lewis, Emmanuel College, Cambridge, B.A.; W. T. C. Skyrme, New College, Oxford, B.A.; C. R. Egerton, New College, Oxford, M.A.; W. Pollak, Trinity College, Cambridge, M.A., LL.B., Advocate of the Supreme Court of South Africa.

MIDDLE TEMPLE.

(Mrs.) Phyllis Lamb, B.Sc. (Econ.), London University; J. M. F. Antelme Nand Lal; Mahmud Khan Khakwani; Vedad Refet Dervish; Ahsan-ul Haque, B.A., Jesus College, Cambridge, and B.A., Punjab University; P. H. Sée, B.A., New College, Oxford, Harmsworth Law Scholar; G. Hunter, B.A., Trinity College, Cambridge, 1st Class Classical Tripos Parts I and II, Open Scholar, Trinity College, John Stewart of Rannoch Scholar, Waddington University Scholar, Harmsworth Law Scholar; J. R. Wilde; Parkash Chand Chopra, B.A. (Hons.), Fitzwilliam House, Cambridge, and M.A., Punjab University; H. J. Raymond, M.A., Queen's College, Cambridge; I. J. Lindner, B.A., Fitzwilliam House, Cambridge; A. J. Irvine, B.A. Oriel College, Oxford, and M.A., Edinburgh University; G. F. Armitage, B.A., Corpus Christi College, Oxford; N. H. Lever, LL.B., The Victoria University, of Manchester; F. L. L. Jacob; L. Gombos, Doctor of Laws, Royal Hungarian University, Szeged; K. L. Gordon; Jashbhai Umedbhai Patel, B.Sc., Bombay University; Haribhai Vaghjibhai Patel, B.A., Bombay University; R. A. Snook; H. G. Talbot, B.A., Worcester College, Oxford; M. Marcus, LL.B., Edinburgh University; A. G. P. Pullan, M.A., Trinity College, Oxford, Indian Civil Service (Puisne Judge, Allahabad High Court), retired.

GRAY'S INN.

Mary C. Sheppard, B.A., M.B., B.Ch., Trinity College, Dublin; Deveniarachige Wilbert Fernando, University of London; Prakash Kumar Shastri, Christ Church, Oxford, B.A., Punjab University, D.Lit., and the University of Paris;

H. W. G. Wijeyekoon, B.A., Hertford College, Oxford; B. T. Lancaster, LL.B., University of London, Lord Justice Holker (Holt) Scholar, Gray's Inn, 1930; E. K. R. Aserappa, B.A., Queen's College, Cambridge; H. E. Marsden, M.B., Ch.B., University of Liverpool; A. D. Pappworth, B.A., LL.B., University of Liverpool, Lee Prizeman, Gray's Inn, 1934; W. R. S. Prescott, B.A., St. John's College, Cambridge; E. W. Griffith, B.A., B.C.L., Worcester College, Oxford; J. E. N. Russell, B.A., Queen's College, Cambridge; L. Caplan, University of London; W. S. McEwan, B.A., LL.B., Clare College, Cambridge, and B.A. Witwatersrand University; Somasundram Sabapathipillai, M.A., University of London; C. A. Burton, B.A., St. John's College, Cambridge; E. G. MacDermott, LL.B., University of Leeds; N. Jacobson, B.A., Jesus College, Oxford, a Rhodes Scholar; Avraham Makler, University of London; H. B. C. Horrell, B.A., Downing College, Cambridge; A. L. Weir; C. E. Beevers, M.Com., Durham University; E. D. Smith, LL.M., University of Birmingham, Lord Justice Holker (Holt) Scholar, Gray's Inn, 1933; R. S. S. Mitchell, B.Sc., University of London; A. Johnson, LL.B., University of London; J. N. Macdonald, M.A., University of Glasgow; H. S. Day, B.A., Christ Church, Oxford, and B.A. University of Toronto, Rhodes Scholar, Lee Prizeman, Gray's Inn, 1933; F. A. Vallat, LL.B., Gonville and Caius College, Cambridge, and B.A., University of Toronto; Manindra Nath Bandyopadhyay, M.A., B.L., Calcutta University, an Advocate of the High Court of Calcutta.

Bar Council Election, 1935.

LIST OF CANDIDATES NOMINATED.

The following twenty-nine candidates have been nominated to fill the twenty-four vacancies upon the Council.

The election will take place during the week ending 16th February, 1935.

Sir Herbert Cunliffe, K.C., Mr. A. T. Miller, K.C., Sir Gerald Hurst, K.C., M.P., Hon. Sir Reginald Coventry, K.C., Mr. A. F. Topham, K.C., Mr. J. D. Cassels, K.C., M.P., Mr. H. B. Vaisey, K.C., Mr. St. John G. Micklethwait, K.C., Mr. J. Willoughby Jardine, K.C., Mr. Noel B. Goldie, K.C., M.P., Mr. T. J. O'Connor, K.C., M.P., Mr. Walter T. Monckton, K.C., Mr. Maurice Healy, K.C., Mr. W. Hanbury Aggs, Mr. J. W. M. Holmes, Mr. Horace Douglas, Mr. A. Andrewes Uthwatt, Mr. C. J. Parton, Mr. R. A. Willes, Mr. W. Blake Odgers, Mr. J. H. Boraston, C.B., Mr. William Latey, Mr. F. W. Gentle, Mr. T. M. O'Callaghan, Mr. E. Anthony Hawke, Mr. G. H. B. Streatfeild, Mr. Richard Elwes (under ten years), Mr. D. H. Robson (under ten years), Mr. E. Garth Moore (under ten years).

Middle Temple.

GRAND DAY.

Tuesday, 29th January, being the Grand Day of Hilary Term at the Middle Temple, the Master Treasurer (Sir Lynden Macassey, K.C.) and the Masters of the Bench entertained at dinner the following guests:—

The Archbishop of Canterbury, the Marquess of Londonderry (Secretary of State for Air; Chancellor of University of Durham and of Queen's University, Ulster), Viscount Halifax (President of Board of Education; Chancellor of University of Oxford), the Bishop of London, Lord Ashfield, Lord Camrose, Lord Essendon, Mr. S. M. Bruce (High Commissioner for Australia), Sir Richard Redmayne (President of the Institution of Civil Engineers), Sir Russell Scott (Permanent Under-Secretary, Home Office), Sir Giles Gilbert Scott (President of the Royal Institute of British Architects), Sir Edwin Deller (the Principal, London University), Mr. A. E. Cutforth (President of the Institute of Chartered Accountants), Professor E. C. C. Baly, Mr. A. M. Langdon, K.C. (Treasurer of the Inner Temple), Mr. Geoffrey Dawson, Mr. F. D'Arcy Cooper, Lieutenant-Commander W. A. P. Lane (the Master of the Mercers' Company), Mr. A. B. Ashby (the Master of the Drapers' Company), Mr. S. J. Aubrey (the Chairman of Lloyd's) The Very Rev. Dr. S. C. Carpenter (Dean-designate of Exeter), the Rev. Dr. Archibald Fleming, Mr. E. V. Knox, and the Rev. J. F. Clayton (the Reader, Temple Church).

The Masters of the Bench present, in addition to the Master Treasurer, were:—

Lord Trevethin, Judge Ruegg, K.C., the Marquess of Reading, Mr. B. C. Aspinall, K.C., Mr. Justice Horridge, Viscount Dunedin, Judge Sir Alfred Tobin, K.C., Viscount Sankey, Mr. L. De Gruyther, K.C., Mr. Edward Shortt, K.C., Sir Holman Gregory, K.C., Mr. Heber L. Hart, K.C., The Hon. S. O. Henn Collins, K.C., Sir H. S. Cautley, K.C., M.P., Mr. J. M. Gover, K.C., Judge Dumas, Mr. S. J. Bevan, K.C., M.P., Judge Sir Thomas Artemus Jones, K.C., Sir Henry Curtis Bennett, K.C., Mr. A. T. Miller, K.C., Viscount Rothermere, Mr. J. Scholefield, K.C., Mr. W. Craig Henderson, K.C., Sir Edward Tindal Atkinson, Mr. A. B. Babington, K.C., M.P., Sir Ian Macpherson, K.C., M.P., Mr. J. M. Paterson, Colonel Sir Henry F. MacGeagh, K.C., Mr. Justice du Parcq, Judge Lilley, Sir Thomas Molony, Mr. E. A. Digby, K.C., and Mr. W. G. Normand, K.C., M.P., with the Under Treasurer (Mr. T. F. Hewlett).

University of London Law Society.

The University of London Law Society held a moot at University College, Gower Street, which was presided over by Mr. Justice Swift.

Counsel for the Crown: Mr. R. Robinson, Mr. T. U. Meyer; Counsel for defendants: Mr. A. M. Kelly, Mr. R. E. Gill. On the motion of the President, Mr. M. O'C. Stranders, barrister-at-law, a hearty vote of thanks was carried with acclamation to Mr. Justice Swift.

The University of London Law Society met last Tuesday at the School of Economics, and there was a large attendance for the popular annual of "The Professor's Evening." The motion for discussion was "That this House favours the proposed reform of the law relating to married women." This was proposed by Professor Chorley and Mr. Gilbert. The negative was argued by Mr. Llewelyn Davies and Mr. Seaborne Davies. Those who spoke from the floor of the house were: Messrs. J. C. Hales, F. E. C. Wood, Miss Salomon, Miss Horniman, Miss Baggelay, Messrs. Flood, Kelly, Garner, Kraft, Stranders, Freedman, Brahm, Robinson, Mescal and Goodman. The President, Mr. M. O'C. Stranders, barrister-at-law, moved a vote of thanks to the chief speakers, which was carried with enthusiasm. The motion was carried by thirty-six votes to twenty-four.

The Union Society of London.

(CENTENARY YEAR.)

A meeting of the Society was held in the Middle Temple Common Room on Wednesday, 30th January, at 8.15 p.m., the President (Mr. Alun Llewellyn) being in the chair. The President proposed the motion: "That this House would welcome Mr. Lloyd George's leadership of a new progressive party." Mr. Dobson opposed, and Messrs. Russell-Clarke, Ingram, Thorne, Newton, Fedrich, Moses and Fraser also spoke. The President replied. Upon division the motion was lost by four votes.

The Solicitors' Managing Clerks' Association.

A meeting will be held on Friday, 8th February, in the Middle Temple Hall (by kind permission of the Benchers) when Mr. J. P. Eddy will deliver a Lecture on "The Law of Distress." The chair will be taken at 7 o'clock precisely by The Right Hon. Lord Justice Greer. Meeting ends at 8 p.m.

The Hardwicke Society.

A meeting of the Society was held on Friday, 25th January, at 8.15 p.m., in the Middle Temple Common Room, the President (Mr. A. Newman Hall) in the chair. Mr. G. F. Wagstaff moved: "That Democracy is a failure." Mr. W. G. Wingate opposed. There also spoke, Mr. T. H. Mayers (Hon. Treasurer), Mr. Caplan, Mr. Menzies, Mr. Llewellyn Thomas, Col. Sadler, Mr. Cook, Mr. Pain, Mr. Southworth and Mr. H. Grunbaum. The Hon. Mover having replied, the House divided, and the motion was lost by ten votes.

Rules and Orders.

I, JOHN VISCOUNT SANKEY, Lord High Chancellor of Great Britain, by virtue of the County Courts Act, 1888, and of all other powers enabling me in this behalf, Do hereby order as follows:—

1. His Honour Judge Davies shall cease to be the Judge of the district of the County Court of Glamorganshire held at Neath & Port Talbot, and shall be the Judge of the district of the County Court of Glamorganshire held at Swansea in addition to the district of which he is now the Judge.

2. This Order shall come into operation on the 26th day of January, 1935.

Dated the 25th day of January, 1935.

(Sgd.) *Sankey*, C.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. GEORGE CLARK WILLIAMS, K.C., of 7, Rutland-street, Swansea, to be the Judge of the County Courts on Circuit 30 (Glamorganshire) in the place of His Honour Judge Rowland Rowlands, deceased. The date of the appointment is the 26th January, 1935. Mr. Williams was admitted a solicitor in 1902. He was called to the Bar by the Inner Temple in 1909, and took silk in 1934.

Mr. J. WILLOUGHBY JARDINE, K.C., Mr. R. P. HILLS and Mr. VALENTINE HOLMES have been elected Masters of the Bench of the Inner Temple.

Dr. R. C. GRAVES, Town Clerk of St. Marylebone, has been appointed President of the Association of Metropolitan Town Clerks. Dr. Graves was admitted a solicitor in 1904.

Mr. ROGER ROSE, Town Clerk of Glossop, has been appointed Town Clerk of Hyde. Mr. Rose was admitted a solicitor in 1930.

Mr. W. L. ALLEN, Deputy Town Clerk of Eastbourne, has been appointed Town Clerk of Barrow-in-Furness. Mr. Allen was admitted a solicitor in 1926.

Mr. C. L. HOFFROCK GRIFFITHS, Deputy Clerk of Weston-super-Mare Urban District, has been appointed to a similar position at Bexley, Kent. Mr. Griffiths was admitted a solicitor in 1929.

Professional Announcements.

(2s. per line.)

YOUNG, JONES & CO., of 2, Suffolk-lane, Cannon-street, London, E.C.4, have acquired the practice of TRINDER, KEKEWICH & CO., of the same address, owing to the death on 19th January, 1935, of Mr. William Astell Kaye, who was the sole surviving partner in the latter firm. Mr. Hugo Daniel Harper, who has been associated for several years with Trinder, Kekewich & Co., has been admitted into partnership in the firm of Young, Jones & Co., and the combined practice will be carried on at 2, Suffolk-lane aforesaid under the firm name of Young, Jones & Co.

TOWN CLERK OF THE CITY.

SIR JAMES BELL'S RETIREMENT.

The retirement of Sir James Bell, Town Clerk of the City of London, was notified by the Lord Mayor (Sir Stephen Killik) to the Court of Common Council on Thursday, 24th January. The Lord Mayor read a letter from Sir James Bell, in which he said that his doctors advised six months' complete rest, and even then did not guarantee a complete cure. The Court accepted the resignation, and passed a resolution expressing appreciation of his services.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Feb. 4	More	Jones	Andrews	*Ritchie
,, 5	Hicks Beach	Ritchie	More	*Andrews
,, 6	Andrews	Blaker	Ritchie	*More
,, 7	Jones	More	Andrews	*Ritchie
,, 8	Ritchie	Hicks Beach	More	Andrews
,, 9	Blaker	Andrews	Ritchie	More

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part II.	GROUP II. MR. JUSTICE CLAUSON. Witness. Part II.	MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Feb. 4	*More	Jones	*Hicks Beach	Blaker
,, 5	Ritchie	*Hicks Beach	*Blaker	Jones
,, 6	*Andrews	Blaker	*Jones	Hicks Beach
,, 7	More	*Jones	Hicks Beach	Blaker
,, 8	*Ritchie	Hicks Beach	*Blaker	Jones
,, 9	Andrews	Blaker	Jones	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 7th February, 1935.

	Div. Months.	Middle Price 30 Jan. 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	117¼	3 8 3	2 18 5
Consols 2½%	JAJO	91¾	2 14 6	—
War Loan 3½% 1952 or after	JD	108½	3 4 6	2 17 8
Funding 4% Loan 1960-90	MN	120½	3 6 5	2 16 11
Funding 3% Loan 1959-69	AO	105⅝	2 16 8	2 13 9
Victory 4% Loan Av. life 29 years	MS	118¼	3 7 8	3 0 10
Conversion 5% Loan 1944-64	MN	123¼	4 1 2	2 2 4
Conversion 4½% Loan 1940-44	JJ	113¼	3 19 6	2 2 3
Conversion 3½% Loan 1961 or after	AO	111¼	3 2 11	2 17 8
Conversion 3% Loan 1948-53	MS	105¾xd	2 16 8	2 9 7
Conversion 2½% Loan 1944-49	AO	103¼	2 8 5	2 1 10
Local Loans 3% Stock 1912 or after	JAJO	96¾	3 2 0	—
Bank Stock	AO	378½	3 3 5	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	94	2 18 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	99	3 0 7	—
India 4½% 1950-55	MN	117	3 16 11	3 1 4
India 3½% 1931 or after	JAJO	100	3 10 0	—
India 3% 1948 or after	JAJO	92	3 5 3	—
Sudan 4½% 1939-73 Av. life 27 years	FA	122	3 13 9	3 5 3
Sudan 4% 1974 Red. in part after 1950	MN	117	3 8 5	2 13 6
Tanganyika 4% Guaranteed 1951-71	FA	116	3 9 0	2 15 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	113	3 19 8	2 9 3
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	111	3 12 1	3 4 10
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	105	3 11 5	3 6 1
Canada 4% 1953-58	MS	114	3 10 2	3 0 6
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
Nigeria 4% 1963	AO	116	3 9 0	3 3 0
*Queensland 3½% 1950-70	JJ	103	3 8 0	3 4 10
South Africa 3½% 1953-73	JD	109	3 4 3	2 17 0
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	98	3 1 3	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 15 3
Essex County 3½% 1952-72	JD	105	3 6 8	3 2 8
Leeds 3% 1927 or after	JJ	98	3 1 3	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	92	2 14 4	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	98	3 1 3	—
Manchester 3% 1941 or after	FA	98	3 1 3	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101½	2 9 3	—
Metropolitan Water Board 3% "A" 1963-2003	AO	101	2 19 5	2 18 11
* Do. do. 3% "B" 1934-2003	MS	101	2 19 5	—
Do. do. 3% "E" 1953-73	JJ	103	2 18 3	2 15 8
Middlesex County Council 4% 1952-72	MN	116	3 9 0	2 17 0
† Do. do. 4½% 1950-70	MN	118	3 16 3	3 1 3
Nottingham 3% Irredeemable	MN	99	3 0 7	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	117½	3 8 1	—
Gt. Western Rly. 4½% Debenture	JJ	128½	3 10 0	—
Gt. Western Rly. 5% Debenture	JJ	139½	3 11 8	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	134	3 14 8	—
Gt. Western Rly. 5% Preference	MA	119	4 4 0	—
Southern Rly. 4% Debenture	JJ	116	3 9 0	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113⅜	3 10 7	3 5 0
Southern Rly. 5% Guaranteed	MA	133½	3 14 11	—
Southern Rly. 5% Preference	MA	119½	4 3 8	—

*Not available to Trustees over par. † Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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